



CITY COUNCIL CHAMBERS

**680 Park Avenue
Idaho Falls, ID 83402**

CITY COUNCIL MEETING
Thursday, December 10, 2020
7:30 p.m.

Thank you for your interest in City Government. In response to the COVID-19 crisis, and in compliance with the Idaho Rebounds Stage 2 Order, which requires the avoidance of public gatherings, the City of Idaho Falls hereby provides reasonable means for citizens to participate in the above-noticed meeting. The City believes strongly in public participation and has therefore identified the following ways to participate in this meeting:

General Meeting Participation.

1. *Livestream on the Internet.* The public may view the meeting at www.idahofallsidaho.gov. City Council Meetings are also archived for later viewing on the City's website.
2. *Email.* Public comments may be shared with the Mayor and members of the City Council via email at any time. Electronic addresses for elected officials are located at <https://www.idahofallsidaho.gov/398/City-Council>.
3. *In-person attendance.* The public may view the meeting from the Council Chambers, or, if the Chambers are full, via livestream in a nearby room. To comply with the Centers for Disease Control and Prevention (CDC) social distancing guidelines, appropriate seating will be provided in the Council Chambers. Such seating is available on a first-come, first-served basis. Given the Idaho Rebounds State 2 Order, we would likely only have 2-3 seats available. *Citizens are required to wear face masks for the protection of others.*

Official Public Hearing Participation. Members of the public wishing to participate in a public hearing noticed on this agenda may do so. Public testimony on an agenda item will be taken only for public hearings indicated on this agenda. Please note that not all meeting agenda items include a public hearing or the opportunity for public comment.

1. *Written Public Hearing Testimony.* The public may provide written comments via postal mail sent to City Hall or via email sent to the City Clerk at IFClerk@idahofallsidaho.gov. Comments will be distributed to the members of the Council and become a part of the official public hearing record. Written testimony must be received **no later than 4:00 p.m.** the date of the hearing.
2. *Remote Public Hearing Testimony.* The public may provide live testimony remotely via the WebEx meeting platform with a phone or a computer. This platform will allow citizens to provide hearing testimony at the appropriate time. Those desiring public hearing access **MUST** send a valid and accurate email address to VirtualAttend@idahofallsidaho.gov no later than 4:00 p.m. the day of the hearing so log-in information can be sent to you prior to the meeting. Please indicate for which public hearing you wish to offer testimony.
3. *In-person Testimony.* Live testimony will be received in the Council Chambers at the appropriate time throughout the meeting. To comply with the Centers for Disease Control and Prevention (CDC) social distancing guidelines, appropriate seating will be provided in the Council Chambers and in a nearby overflow room. Such seating is available on a first-come, first-served basis. *Citizens are required to wear face masks for the protection of others.*

Please be aware that an amendment to this agenda may be made in the meeting upon passage of a motion that states the reason for the amendment and the good faith reason why the desired change was not included in the original agenda posting. All regularly scheduled City Council Meetings are live-streamed and then archived on the city website (barring electronic failure). If communication aids, services or other physical accommodations are needed to facilitate participation or access for this meeting, please contact City Clerk Kathy Hampton at 208-612-8414 or the ADA Coordinator Lisa Farris at 208-612-8323 as soon as possible so they can seek to accommodate your needs.

1. **Call to Order.**
2. **Pledge of Allegiance.**
3. **Public Comment.** *(Temporarily suspended—see above)*
4. **Coronavirus (COVID-19) update.**

5. **Consent Agenda.** *Any item may be removed from the Consent Agenda at the request of any member of the Council for separate consideration.*

A. Item from Office of the Mayor:

- 1) Reappointments to City Boards, Commissions, and Committees
 - Arthur Kull, Civic Center for the Performing Arts Committee
 - Carrie Scheid, Civic Center for the Performing Arts Committee
 - Anne Staton-Vollique, Civic Center for the Performing Arts Committee
 - Bonnee Taggart, Civic Center for the Performing Arts Committee
 - Deidre Warden, Civic Center for the Performing Arts Committee
 - Carrie Athay, Historic Preservation Commission
 - Catherine Smith, Historic Preservation Commission
 - Rachel McMurtrey, Historic Preservation Commission
 - Alden Allen, Board of Adjustment
 - Mark Cole, Golf Advisory Board
 - Gerry Bates, Shade Tree Committee
 - Rich Potter, Shade Tree Committee
 - Aaron McCracken, Shade Tree Committee
 - Brandon Lee, Parks & Recreation Commission
 - Rodd Rapp, Idaho Falls Public Library Board of Trustees

B. Items from Idaho Falls Power:

- 1) Renewal of BPA Network Operating Agreement, No. 20TX-17016
- 2) Minutes from the November 12, 2020 Idaho Falls Power Board Meeting

C. Items from Municipal Services:

- 1) Purchase of Replacement Dump Truck with Underbody Scraper for Public Works
- 2) Amend Red, Inc. Agreement for Marketing Services for Idaho Falls Power
- 3) Minutes from the November 23, 2020 City Council Work Session and Executive Session; and November 24, 2020 Special City Council Meeting
- 4) License Applications, all carrying the required approvals

RECOMMENDED ACTION: Approve, accept, or receive all items on the Consent Agenda according to the recommendations presented (or take other action deemed appropriate).

6. **Regular Agenda.**

A. Fire Department

1) Sole Source Purchase of LIFEPAK 15 V4 Monitor/Defibrillators: Emergency Medical and Advanced Life Support servicers rely on sufficient, adequate and dependable equipment. Cardiac monitor/defibrillators are necessary equipment that allow for immediate assessment of life-threatening cardiac rhythms; immediate intervention with CPR is scientifically proven to increase positive outcomes of cardiac arrest. The purchase of these replacement monitors/defibrillators ensures we remain within industry best practice.

RECOMMENDED ACTION: Declare that “this sole source purchase is based on the compatibility of equipment, components, accessories, computer software, replacement parts, and service with the Fire Department’s existing emergency medical services system hardware and software” and approve

the authorization of contingency funds for the sole source purchase of nine LIFEPAK 15 V4 Monitor/Defibrillators, authorize advertisement of the City's intent to make a sole source procurement following a 14-day period per Idaho Code §67-2808, and authorize the City to then issue a purchase order to STRYKER for a total of \$216,835.52 (or take other action deemed appropriate).

B. Police Department

1) Sole Source Purchase for MOTOROLA Solutions portable radios and vehicle mount mobile repeater: During the Pandemic the Police Department has determined that effective, reliable communications continue to be a significant department need. Purchase of these radios will ensure that our Police Department can directly communicate with our Fire and EMS responders within our city and response areas and allow our agencies to align with secure P25 compatibility for the first time. This purchase will also help us ensure industry best practices for safety, hygiene, and health because it allows our agency to provide each police officer with an individual radio to prevent cross contamination during use. This will reduce the risk of COVID-19 spreading from one police shift to another without reducing their information exchanges and productivity.

RECOMMENDED ACTION: Declare that “there is only one source of Radios reasonably available because the paramount consideration for this purchase is the compatibility of equipment, components, accessories, computer software, replacement parts, or service” and authorizes advertisement of the City's intent to make a sole source procurement following a 14-day period, per Idaho Code §67-2808, and authorizes the City to then issue a purchase order to MOTOROLA Solutions for a total of \$619,250.50 (or take other action deemed appropriate).

C. Municipal Services

1) Resolution to Approve a Direct Loan to Idaho Falls Regional Airport: Resolution 2020-27 approved the Inter-Departmental Direct Loan Policy. Upon request from Idaho Falls Regional Airport Director Cloutier, the Loan committee reviewed the request for a direct loan for \$8M to fund land acquisition for the Idaho Falls Regional Airport. Funds will be reimbursed by Federal Aviation Administration (FAA) within the federal fiscal year 2021/22. As part of the FAA grant policies, interest and fees are eligible for reimbursement.

RECOMMENDED ACTION: Approve the resolution to provide a direct loan to the Idaho Falls Regional Airport for a total of \$8M for the purpose of land acquisition, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

2) Resolution to Approve a Direct Loan to Pinecrest Golf Course: Resolution 2020-27 approved the Inter-Departmental Direct Loan Policy. Upon request from Parks and Recreation Director Holm, the Loan committee reviewed the request for a direct loan request for \$3M to fund the Pinecrest Golf Course Irrigation Water Conservation project. This project will provide conversion of surface irrigation water from the Idaho Canal to irrigate the golf course and replace the aging irrigation system. Upon completion, this project will restore the potable water supply capacity to our City system during peak usage of approximately 1,500 gallons per minute, providing a lasting benefit to the City.

RECOMMENDED ACTION: Approve the resolution to provide a direct loan to the Parks and Recreation, Golf Division for a total of \$3M for the purpose of funding the Pinecrest Golf Course Irrigation Water Conservation project, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

D. Public Works

1) Partial Easement Vacations – First Amended Westridge Commercial Plaza, Division 1: For consideration is an ordinance for partial easement vacations, Instruments 1535420 & 1535421, located within the First Amended Plat of Westridge Commercial Plaza, Division 1. These vacations have been requested by the owner, DLR Investments, LLC, for the purpose of better facilitating development of their property.

RECOMMENDED ACTION: Approve the Easement Vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or approve the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2) Agreement for Professional Services for the Design and Construction of the Police Complex Project: The purpose of this agreement is to establish a contract with Architectural Design Group (ADG) to provide architectural design and construction services for the Police Complex Project. The proposed contract amount for services to be provided is \$2,405,769.00 with possible additional services in the amount of \$117,663.00, for a total potential contract value of \$2,523,432.00.

RECOMMENDED ACTION: Approve the agreement with Architectural Design Group (ADG) and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

E. Community Development Services

1) Public Hearing for Consideration of Requested CV1 CDBG Activities: CV1-CDBG CARES Act funds were allocated to entitlement cities in August of 2020 for the purpose of preventing, addressing, and assisting with COVID 19/Infectious Disease. The City of Idaho Falls received \$250,072 in the first round of CARES Act funding for FY2020 referred to as CV1-CDBG, a Program made available through Housing and Urban Development (HUD). To date, the City has allocated \$155,303.2 of CV1-CDBG funds toward projects and activities that prevent, address, and assist with COVID 19/Infectious Disease. With the balance of CV1- CDBG funds (\$94,768.8) the City of Idaho Falls issued a Notice to Apply through Nov 22-30, 2020. Following a public hearing to present applications for Council consideration, a 5-day public comment period will run through December 15, 2020, followed by consideration of a Council Resolution on December 17, 2020.

RECOMMENDED ACTION: No action required.

2) Public Hearing for Consideration of Requested CV3 CDBG Activities: CV3-CDBG CARES Act funds were allocated to entitlement cities in September of 2020 for the purpose of preventing, addressing, and assisting with COVID 19/Infectious Disease. In order to receive CV3-CDBG allocations, the City will submit a Substantial Amendment to their FY2020 Community Development Block Grant (CDBG) Annual Action Plan. The City of Idaho Falls is expecting to receive \$257,585 in a third round of CARES Act funding for FY2020 referred to as CV3-CDBG, a Program made available through Housing and Urban Development (HUD). The City of Idaho Falls issued a Notice to Apply on Nov 22-30, 2020. Following a public hearing to present applications for Council consideration, a 5-day public comment period will run through December 15, 2020, followed by consideration of a Council Resolution on December 17, 2020.

RECOMMENDED ACTION: No action required.

3) Public Hearing – 2018 I-Codes Adoption: Adoption of the 2018 I-Codes is required in accordance with the Idaho State Building Board, as published in Idaho Statute, Title 39, Chapter 41 of the Idaho Building Code Act, Idaho Code 39-4109 for local government adoption and enforcement of building codes and in IDAPA 24.39.30, “Rules of Building Safety,” and Division of Building Safety.

RECOMMENDED ACTION: Approve the Ordinance adopting the 2018-I Codes with State and City of Idaho Falls amendments, under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

4) Public Hearing – Amendments to Zoning Ordinance regarding multi-unit attached dwellings: For consideration is an ordinance amending Chapters 2 and 7 of the Zoning Ordinance, which adds and defines Multi-Unit Attached Dwellings as an allowed land use. This is a portion of the changes recommended by the Planning and Zoning Commission on July 21, 2020, by unanimous vote. A full explanation of why only a portion of the recommended changes are being brought forward at this time is contained in the revised staff report.

RECOMMENDED ACTION: Approve the Ordinance amending City Code Title 11, Chapter 7, to allow for Multi-Unit Attached Dwellings, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

5) Public Hearing – Annexation and Initial Zoning of RP & R1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, 13.479 Acres, Southpoint Division 10: For consideration is the application for Annexation and Initial Zoning of RP and R1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, 13.479 Acres, Southpoint Division 10. The Planning and Zoning Commission considered this item at its April 21, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Ordinance annexing 13.479 acres, Southpoint Division 10 under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
- b. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 13.479 acres, Southpoint Division 10 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).
- c. Assign a Comprehensive Plan Designation of “Low Density Residential” and approve the Ordinance establishing the initial zoning for RP & R1 under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate), that the City limits documents be

amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office.

- d. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of RP and R1 and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

6) Final Plat and Reasoned Statement of Relevant Criteria and Standards, Southpoint Division 10:

For consideration is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Southpoint Division 10. The Planning and Zoning Commission considered this item at its April 21, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Development Agreement for Southpoint Division 10 Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
- b. Accept the Final Plat for Southpoint Division 10 Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
- c. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Southpoint Division 10 Subdivision, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

7) Public Hearing – Annexation and Initial Zoning of RP & R1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: Approximately 33 Acres, NW1/4, Section 4, Township 1 North, Range 38 East: For consideration is the application for annexation and initial zoning and accompanying ordinances for approximately 33 acres, NW1/4, Section 4, Township 1 North, Range 38E. This is a Category A Annexation. It was advertised for a public hearing for December 10 but as the City's Surveyor reviewed the legal description, errors were found that were not able to be resolved before the meeting. Staff is therefore requesting that rather than pulling the item from the agenda and re-advertising for a new hearing, which would put the application to the end of January, the Council instead conduct the public hearing and pass the ordinances on the first reading only. The second or final reading is currently scheduled for the December 17, 2020, meeting. The Reasoned Statements of Relevant Criteria and Standards will also be considered and voted upon at that time. The Planning and Zoning Commission considered this application at its July 21, 2020, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Ordinance annexing approximately 33 acres, on the first reading and request that it be read by title (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

- b. Assign a Comprehensive Plan Designation of “Low Density Residential” and approve the Ordinance establishing the initial zoning for RP & R1 on the first reading and request that it be read by title (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

8) Public Hearing – Rezone from LC to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Approximately 5 acres, Part of the SW1/4 Section 24, Township 2 North, Range 37 East: For consideration is the application for Rezoning from LC to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, approximately 5 acres, part of the SW1/4, Section 24, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 10, 2020, meeting and recommended approval by a 5-1 vote. Staff concurs with this recommendation.

RECOMMENDED ACTIONS (in sequential order):

- a. Approve the Ordinance rezoning approximately 5 acres, part of the SW1/4, Section 24, Township 2 North, Range 37 East from LC to HC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
- b. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from LC to HC of approximately 5 acres, part of the SW1/4, Section 24, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

F. Parks and Recreation

1) Council discussion of City Sports and use of City Recreation facilities under the guidelines set forth in the Idaho Rebounds Stage 2 Stay Healthy Order and consideration of possible Council action.

- 7. **Announcements.**
- 8. **Adjournment.**



MEMORANDUM

TO: City Council

FROM: Rebecca Casper

DATE: December 8, 2020

RE: Reappointments to City Boards, Commissions, and Committees

Attached please find communication from Municipal Services Director, Pam Alexander; Community Development Services Director, Brad Cramer; Idaho Falls Public Library Director, Robert Wright; and Parks & Recreation Director, PJ Holm regarding the citizen volunteers I am reappointing to serve on the following City of Idaho Falls Boards, Committees, and Commissions.

Name	Commission (City code citation)	Sponsoring Department	Term Expires	Status
Arthur Kull	Civic Center for the Performing Arts Committee	Municipal Services	12/31/23	Reappointment
Carrie Scheid	Civic Center for the Performing Arts Committee	Municipal Services	12/31/23	Reappointment
Anne Staton-Vollique	Civic Center for the Performing Arts Committee	Municipal Services	12/31/22	Reappointment
Bonnee Taggart	Civic Center for the Performing Arts Committee	Municipal Services	12/31/22	Reappointment
Deidre Warden	Civic Center for the Performing Arts Committee	Municipal Services	12/31/21	Reappointment
Carrie Athay	Historic Preservation Commission	Comm. Development Services	12/31/23	Reappointment
Catherine Smith	Historic Preservation Commission	Comm. Development Services	12/31/23	Reappointment
Rachel McMurtrey	Historic Preservation Commission	Comm. Development Services	12/31/23	Reappointment
Alden Allen	Board of Adjustment	Comm. Development Services	12/31/25	Reappointment
Mark Cole	Golf Advisory Board	Parks & Recreation	12/31/22	Reappointment
Gerry Bates	Shade Tree Committee	Parks & Recreation	12/31/23	Reappointment
Rich Potter	Shade Tree Committee	Parks & Recreation	12/31/23	Reappointment
Aaron McCracken	Shade Tree Committee	Parks & Recreation	12/31/23	Reappointment
Brandon Lee	Parks & Recreation Commission	Parks & Recreation	12/31/23	Reappointment
Rodd Rapp	Idaho Falls Public Library Board of Trustees	Idaho Falls Public Library	04/30/26	Reappointment

The applicants have a desire to continue their service and come recommended by Directors Alexander, Cramer, Wright, and Holm as they have served our community well over the past years. I anticipate they will continue to make a positive contribution to the good work of the city.

I request your vote to confirm these appointments at the regular Council Meeting on Thursday evening December 10, 2020.

If you have questions or comments, please feel free to contact me.



MEMORANDUM

TO: Mayor Casper

FROM: Pamela Alexander, Municipal Services Director

DATE: October 1, 2020

RE: Idaho Falls Civic Center for the Performing Arts Committee

For your consideration is the recommendation for reappointment of committee members to the Idaho Falls Civic Center for the Performing Arts.

Three-year term, ending December 31, 2023:

Arthur Kull

Carrie Scheid

Two-year term, ending December 31, 2022:

Anne Staton-Vollique

Bonnee Taggart

One-year term, ending December 31, 2021:

Deidre Warden



December 14, 2018

Arthur Kulll
280 W. Harvest Run Dr.
Idaho Falls, ID 83404

Dear Arthur,

On behalf of the City of Idaho Falls, I would like to congratulate you on your recent reappointment to the Civic Center for the Performing Arts Committee, which was approved in the City Council Meeting on December 13, 2018. Your term will expire on 12/31/2020.

The City Council, as well as our Municipal Services Director, Pam Alexander, appreciate your interest and willingness to serve the community in this capacity. We thank you in advance for your service.

Best wishes,

Rebecca L. Noah Casper, Mayor
City of Idaho Falls

cc: Pam Alexander, Municipal Services Director



December 14, 2018

Carrie Scheid
10701 S. 157 E.
Idaho Falls, ID 83404

Dear Carrie,

On behalf of the City of Idaho Falls, I would like to congratulate you on your recent reappointment to the Civic Center for the Performing Arts Committee, which was approved in the City Council Meeting on December 13, 2018. Your term will expire on 12/31/2020.

The City Council, as well as our Municipal Services Director, Pam Alexander, appreciate your interest and willingness to serve the community in this capacity. We thank you in advance for your service.

Best wishes,

Rebecca L. Noah Casper, Mayor
City of Idaho Falls

cc: Pam Alexander, Municipal Services Director



December 14, 2018

Anne Staton-Voilleque
455 Gustafson Dr.
Idaho Falls, ID 83402

Dear Anne,

On behalf of the City of Idaho Falls, I would like to congratulate you on your recent reappointment to the Civic Center for the Performing Arts Committee, which was approved in the City Council Meeting on December 13, 2018. Your term will expire on 12/31/2020.

The City Council, as well as our Municipal Services Director, Pam Alexander, appreciate your interest and willingness to serve the community in this capacity. We thank you in advance for your service.

Best wishes,

Rebecca L. Noah Casper, Mayor
City of Idaho Falls

cc: Pam Alexander, Municipal Services Director

IDAHO FALLS

January 2, 2020

Bonnee Taggart
2320 Richards Ave. #1
Idaho Falls, ID 83404

Dear Bonnee,

On behalf of the City of Idaho Falls, I would like to congratulate you on your recent reappointment to the Civic Center for the Performing Arts Committee, which was approved in the City Council Meeting on December 19, 2019. Your term will expire on 12/31/2020.

The City Council, as well as our Municipal Services Director, Pam Alexander, appreciate your interest and willingness to serve the community in this capacity. We thank you in advance for your service.

Best wishes,



Rebecca L. Noah Casper, Mayor
City of Idaho Falls

cc: Pam Alexander

IDAHO FALLS

January 2, 2020

Deidre Warden
252 Georgetown Ct.
Idaho Falls, ID 83404

Dear Diedre,

On behalf of the City of Idaho Falls, I would like to congratulate you on your recent reappointment to the Civic Center for the Performing Arts Committee, which was approved in the City Council Meeting on December 19, 2019. Your term will expire on 12/31/2020.

The City Council, as well as our Municipal Services Director, Pam Alexander, appreciate your interest and willingness to serve the community in this capacity. We thank you in advance for your service.

Best wishes,



Rebecca L. Noah Casper, Mayor
City of Idaho Falls

cc: Pam Alexander



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr Brad Cramer, Director

DATE: November 10, 2020

RE: The appointment of Carrie Athay to the Historic Preservation Commission

Community Development Services respectfully requests the re-appointment of Carrie Athay to the Historic Preservation Commission for a term starting January 1, 2020 and ending December 31, 2023.

Please feel free to contact me with any question.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr Brad Cramer, Director

DATE: November 10, 2020

RE: The appointment of Catherine Smith to the Historic Preservation Commission

Community Development Services respectfully requests the re-appointment of Catherine Smith to the Historic Preservation Commission for a term starting January 1, 2020 and ending December 31, 2023.

Please feel free to contact me with any question.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr Brad Cramer, Director

DATE: November 10, 2020

RE: The appointment of Rachel McMurtrey to the Historic Preservation Commission

Community Development Services respectfully requests the re-appointment of Rachel McMurtrey to the Historic Preservation Commission as Chair for a term starting January 1, 2020 and ending December 31, 2023.

Please feel free to contact me with any question.



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mr Brad Cramer, Director

DATE: November 10, 2020

RE: The appointment of Alden Allen to the Board of Adjustment

Community Development Services respectfully requests the re-appointment of Alden Allen to the Idaho Falls Board of Adjustment for a term starting January 1, 2020 and ending December 31, 2025.

Please feel free to contact me with any question.



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

FROM: Robert Wright, Director, Idaho Falls Public Library

DATE: Tuesday, December 8, 2020

RE: Reappointment of Rodd Rapp to the Library Board

The Idaho Falls Public Library respectfully submits the recommendation that Rodd Rapp be considered for reappointment to the Idaho Falls Public Library Board of Trustees from April 2021 through April 2026. Mr. Rapp is an excellent liaison with the local school district and is a valuable member of the Library Board.



June 9, 2017

Rodd Rapp
757 Laurelwood Ave.
Idaho Falls, ID 83401

Dear Rodd,

On behalf of the City of Idaho Falls, I would like to congratulate you on your recent reappointment to the Idaho Falls Public Library Board of Trustees, which was approved in the City Council Meeting on December 14, 2017. Your term will expire on 4/30/2021.

The City Council, as well as our Library Director, Robert Wright, appreciate your interest and willingness to serve the community in this capacity. We thank you in advance for your service.

Best wishes,

Rebecca L. Noah Casper, Mayor
City of Idaho Falls

cc: Robert Wright, Library Director



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

FROM: PJ Holm, Director of Parks and Recreation Department

DATE: September 25, 2020

RE: Parks and Recreation Department Boards, Committees and Commission Re-Appointments

Mayor:

The Parks and Recreation Department respectfully submits the following name for consideration for re-appointment to the Golf Advisory Board:

Golf Advisory Board

Mark Cole

Expires December 2020

Mark was appointed to the board in 2018 to complete the term that was occupied by Michael Austin who had to resign.

Respectfully,

A handwritten signature in black ink, appearing to read "PJ Holm", is written over a horizontal line.

PJ Holm



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

FROM: PJ Holm, Director of Parks and Recreation Department

DATE: September 21, 2020

RE: Parks and Recreation Department Boards, Committees and Commission Re-Appointments

Mayor:

The Parks and Recreation Department respectfully submits the following names for consideration for re-appointment to the Shade Tree Committee:

Shade Tree Committee	Gerry Bates	Expires December 2020
Shade Tree Committee	Rich Potter	Expires December 2020
Shade Tree Committee	Aaron McCracken	Expires December 2020

Respectfully,

A handwritten signature in blue ink, appearing to read "PJ Holm", is written over a horizontal line.

PJ Holm



MEMORANDUM

TO: Honorable Mayor Rebecca Casper

FROM: PJ Holm, Director, Parks and Recreation Department

DATE: December 4, 2020

RE: Parks and Recreation Department Boards, Committees and Commission Re-Appointments

The Parks and Recreation Department respectfully submits our recommendation for consideration for reappointment to the Parks and Recreation Commission.

Name	Appointment Status	Term Expiration
Brandon Lee	Reappointment	12-31-2023



MEMORANDUM

FROM: Bear Prairie, General Manager

DATE: Wednesday, December 2, 2020

RE: Renewal of BPA Network Operating Agreement, No. 20TX-17016

Council Action Desired

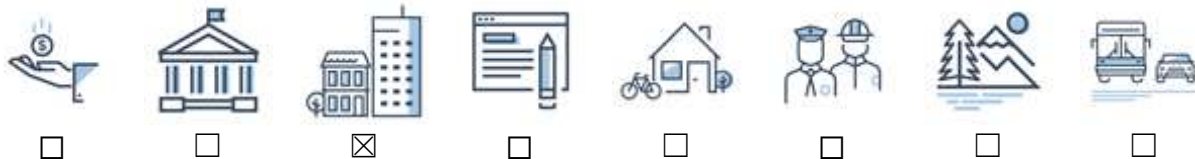
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve Bonneville Power Administration (BPA) Network Operating Agreement (NOA) with Idaho Falls Power (IFP) (or take other action deemed appropriate).

Description, Background Information & Purpose

IFP is a network transmission customer of BPA. As part of the TC-20 Settlement Agreement, BPA committed to execute an NOA with its Network Integration Transmission (NT) Service customers. Pursuant to Attachment G of BPA's Open Access Transmission Tariff, the NOA sets forth the terms and conditions under which the NT customer (IFP) will be required to operate its facilities as well as technical and operational matters associated with the provision of NT. This contract will replace prior contracts.

Relevant PBB Results & Department Strategic Plan



This action supports our access to reliable and affordable power to support existing businesses and attract new business and also support the growth element of the IFP Strategic Plan.

Interdepartmental Coordination

N/A

Fiscal Impact

This agreement has no impact to the Idaho Falls Power 2020/21 budget.

Legal Review

Legal has reviewed the agreement.



Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

TRANSMISSION SERVICES

November 30, 2020

In reply refer to: TSE/TPP-2

Mr. Bear Prairie, General Manager
City of Idaho Falls
P.O. Box 50220
Idaho Falls, ID 83405-0220

Dear Mr. Prairie:

As part of the TC-20 Settlement Agreement, the Bonneville Power Administration (BPA) committed to execute a Network Operating Agreement (NOA) with Network Integration Transmission (NT) Service customers. Accordingly, enclosed for signature is one signed original of NOA, Contract No. 20TX-17016 between BPA and City of Idaho Falls (Idaho Falls).

Pursuant to Attachment G of BPA's Open Access Transmission Tariff, the NOA sets forth the terms and conditions under which the NT Customer will be required to operate its facilities as well as technical and operational matters associated with the provision of NT.

Please electronically sign all flagged signature fields of the enclosed document, and return by email to txsalescontracts@bpa.gov by Close of Business on December 15, 2020. Alternatively, Idaho Falls may print, sign, date, and scan the documents into a PDF file and return by email or send a paper copy of the documents to my attention at one of the following addresses by the date stated above:

First Class Mail
Bonneville Power Administration
Mail Stop: TSE/TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409

Overnight Delivery Service
Bonneville Power Administration
Mail Stop: TSE/TPP-2
905 NE 11th Avenue
Portland, OR 97232

If you have any questions, please contact me at (360) 619-8633.

Sincerely,

LAURA GREEN Digitally signed by LAURA
GREEN
Date: 2020.11.30 13:30:01 -08'00'

Transmission Sales Manager
Transmission Sales

Enclosure

NETWORK OPERATING AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

CITY OF IDAHO FALLS

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Exhibit A	Related Agreements
Exhibit B	Other Operational or Technical Requirements
Exhibit C	Remedial Action Schemes and Relay Schemes

This NETWORK OPERATING AGREEMENT (Agreement) is entered into by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Transmission Provider) and CITY OF IDAHO FALLS (Network Customer), hereinafter individually also referred to as "Party" and collectively as "Parties."

The Transmission Provider provides Network Integration Transmission Service under the Transmission Provider's Open Access Transmission Tariff (Tariff) as it may be amended or replaced from time to time.

The Parties have entered into a Service Agreement for Network Integration Transmission Service (Service Agreement), on March 1, 2010, and amended or replaced from time to time in which the Transmission Provider will provide Network Integration Transmission Service for the Network Customer.

The provision of Ancillary Services will be addressed in the Service Agreement.

The Network Customer shall either: (1) operate as a Balancing Authority Area under applicable requirements of NERC, WECC, and NWPP, and satisfy its own Balancing Authority Area Requirements, including all necessary Ancillary Services; (2) satisfy its Balancing Authority Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider, or (3) satisfy its Balancing Authority Area requirements, including all necessary Ancillary Services, by contracting with another entity which satisfies the applicable reliability requirements of NERC, WECC, and NWPP.

The Parties recognize that the Transmission Provider's Transmission system is directly or indirectly interconnected with transmission systems owned or operated by others and the flow of power and energy between such systems shall be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated.

Part of the power and energy being delivered under this Agreement and the Service Agreement may flow through such other systems rather than through the Transmission Provider's facilities.

The Transmission Provider has established technical standards, guidelines, policies, and procedures (Standards) for planning, construction, maintenance, and operation of the Transmission Provider's grid, interties, and interconnections in accordance with the Tariff. Standards are available from the Transmission Provider and may be amended from time to time. Standards include, but are not limited to, the following documents or their successors:

- Technical Requirements for Interconnection to the BPA Transmission Grid;
- Metering Application Guide (MAG);
- Responsibilities and Technical Requirements Guide for Transmission Customer Owned Meters;
- BPA's Facility Ownership and Cost Assignment Guidelines; and
- BPA Outage Planning and Coordination Policy.

The Transmission Provider has established business practices (Practices) in accordance with the Tariff. Practices are available on the Transmission Provider's Website. Practices may be amended from time to time in accordance with the Transmission Provider's business practice process.

There is a need to identify operational requirements related to Network Integration Transmission Service over the Transmission Provider's Transmission system.

The Parties therefore agree as follows:

1. TERM OF AGREEMENT

This Agreement will be effective at 0000 hours on the date that this Agreement has been signed by both Parties (Effective Date), and shall remain in effect through the term of the Service Agreement.

In the event that the Agreement is terminated, all liabilities incurred hereunder are hereby preserved until satisfied.

2. EXHIBITS

The following Exhibits are hereby incorporated as part of this Agreement:

- (a) Exhibit A Related Agreements
- (b) Exhibit B Other Operational or Technical Requirements
- (c) Exhibit C Remedial Action Schemes (RAS) and Relay Schemes

3. OBLIGATIONS OF THE PARTIES

The Parties to this Agreement shall:

- (a) Agree to adhere to Good Utility Practice as defined in the Tariff, including all applicable reliability criteria as observed in the region;
- (b) Determine methods and take appropriate actions to assure capability for delivery of power and energy at the points of receipt and delivery, and at additional or alternate points of receipt and delivery as established by the Parties;
- (c) Operate and maintain equipment necessary for interconnecting the Network Customer with the Transmission Provider's Transmission system including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment. Each party is expected to maintain their own equipment unless otherwise agreed to;
- (d) Transfer data as required to maintain reliability of the Transmission Provider's Transmission system;

- (e) Use software programs required for data links and constraint dispatching for operational needs;
- (f) Exchange data on forecasted loads and resources, and technical data necessary for planning and operation; and
- (g) Address other technical and operational considerations required for Tariff implementation, including scheduling protocols.

4. **DEFINITIONS**

Unless otherwise defined herein, capitalized terms refer to terms defined in the Tariff, Rate Schedules, or *Glossary of Terms Used in NERC Reliability Standards* in effect at the time.

- (a) "NERC" means North American Electric Reliability Corporation, or its successor.
- (b) "NWPP" means The Northwest PowerPool, or its successor.
- (c) "Operational Constraints" means Limitations on the ability of the Transmission Provider's Transmission system to operate due to any system emergency, loading condition, or maintenance outage on the Transmission Provider facilities, or on facilities of an interconnected utility, that makes it prudent to reduce Transmission Provider's Transmission system loadings, whether or not all facilities are in service.
- (d) "WECC" means The Western Electricity Coordinating Council, or its successor.

5. **INTERCONNECTED FACILITY REQUIREMENTS¹**

(a) **Ownership**

- (1) Equipment and facilities owned by one Party and installed on the property of the other Party shall remain the property of the owner, except as noted in this Agreement.
- (2) A Party must identify its equipment and facilities installed on the other Party's property. Identification of ownership must be made by affixing suitable markers with the owner's name. The Parties may jointly prepare an itemized list of the aforementioned equipment and facilities.

¹ See Exhibits for additional customer-specific agreements or requirements.

- (3) Each Party agrees to be responsible for the cost of complying with all applicable Federal, State, and local environmental laws for its own equipment and facilities.

(b) **Safety Design**

The Transmission Provider requires clearance of equipment during maintenance, modification, and testing. In accordance with the Transmission Provider's Standards and Practices, facility interconnections between the Transmission Provider and the Network Customer are to be designed and constructed to allow clearance of equipment using isolation devices. Isolation devices must produce a visible air gap between the energized facilities and the equipment to be maintained, modified, or tested. Any operating procedures associated with this interconnection must comply with OSHA Standard 29 CFR 1910.269(m) and also the ANSI/IEEE National Electric Safety Code as amended or replaced from time to time.

(c) **Access**

- (1) Each Party grants permission, subject to site requirements, to the other to enter its property to perform operations, maintenance, meter reading, inspection, or removal of their respective equipment and facilities installed on the other Party's property.
- (2) If unescorted access is prohibited, the Parties shall allow escorted access during normal business hours. Unescorted access shall be facilitated through separate agreement.
- (3) Within the limitations of applicable law, in accessing equipment or facilities on the property of another, each Party is responsible for injury or damage to person or property from the intentional actions or negligent acts of its own employees and agents.

6. RESOURCE AND INTERCONNECTION PRINCIPLES AND REQUIREMENTS

(a) **Plan, Construct, Operate and Maintain Facilities**

The Network Customer shall plan, construct, operate and maintain its facilities and system that interconnect with the Transmission Provider's Transmission system in accordance with Good Utility Practice, including, but not limited to, all applicable requirements of (1) NERC, WECC, NWPP, and any other applicable reliability authority; and (2) the Transmission Provider's Standards and Practices.

(b) **System Protection**

The Parties acknowledge their obligations to respond to contingencies on the Transmission Provider's Transmission system and on systems directly and indirectly interconnected with the Transmission Provider's Transmission system, in accordance with the Transmission Provider's Tariff, Standards, and Practices. The Parties intend to meet this obligation by implementing

RAS or other relay schemes which may be identified in the attached Exhibit C.

7. CUSTOMER INFORMATION REQUIREMENT

Network Customer shall provide annually to the Transmission Provider, plans of any expansions of, or upgrades to, its owned generation or transmission facilities (lines, transformers, reactive equipment, load forecasts, etc.) for each of the subsequent ten years.

Requested information may include:

(a) Annual and Ongoing Data Coordination Requirements:

- (1) Annual updates of load and resource forecasts.
- (2) Any additional information required from the Network Customer as required by applicable reliability standards, or specified by the Transmission Provider's Tariff, Standards, and Practices.

(b) Annual Data Exchange Technical Data Details:

The Network Customer shall review, validate, and respond to the Transmission Provider's annual data exchange requests that are applicable to the Network Customer:

- (1) The Network Customer must respond on or before the reasonable deadlines set by the Transmission Provider.
- (2) Technical data requirements may include the following:
 - (A) Steady-State, Dynamics, Geomagnetic Induced Current (GIC), and Short Circuit data.
 - (B) One lines, facility ratings, facility rating methodology.
 - (C) Date of data validation, notification of latest version of files on record.
 - (D) Other information reasonably requested for modeling purposes.

8. POWER QUALITY

Requirements and information regarding Power Quality can be found in the Transmission Provider's Standards and Practices.

9. SERVICE INTERRUPTIONS

Outage Coordination

Parties must request and coordinate outages in accordance with the Tariff and the Transmission Provider's Standards and Practices.

10. EMERGENCY PLANNING AND OPERATION

- (a) The Transmission Provider shall be responsible for planning, coordinating, and implementing emergency operation (NERC EOP) schemes including Disturbance Reporting (EOP-4), System Restoration (EOP-5), Geomagnetic Disturbances (EOP-10), and the Emergency Operating Plan (EOP-11). There may be additional schemes that meet the NWPP, WECC, and applicable reliability authority planning objectives. If the Transmission Provider identifies reliability objectives beyond the NWPP, WECC, and applicable reliability authority planning objectives, they shall be communicated to the Network Customer.
- (b) **The Network Customer shall:**
 - (1) Participate in the development and implementation of Load Shedding programs for system security;
 - (2) Install and maintain the required Load Shedding relays, including under-frequency and under-voltage relays as reasonably determined by Transmission Provider to meet compliance obligations, provided, that the Network Customer can instead request that the Transmission Provider install such relays on the Transmission Provider's facilities that serve the Network Customer; and
 - (3) Participate in system restoration planning.
- (c) Additional information regarding Emergency Planning and Operation can be found in the Transmission Provider's Standards and Practices.

11. METERING INFORMATION, COSTS, AND REQUIREMENTS

- (a) The Network Customer shall review information and follow requirements related to metering found in the Transmission Provider's Standards and Practices.
- (b) **Metering of Existing Facilities:**

The Transmission Provider shall be responsible for costs of all Transmission Provider-required new meter installation or meter replacements at a Network Customer facility existing on the Effective Date of this Agreement. The Network Customer may assume this responsibility by mutual agreement of the Parties.

The Network Customer shall be responsible for the costs of:

- (1) Any meter replacement or new installation at points of delivery which are not required to achieve the best overall plan of service (convenience points of delivery as defined in the Transmission Provider's Standards and Practices);

- (2) Any meters needed because the Network Customer changes Balancing Authorities or is displacing transmission from the Transmission Provider;
 - (3) Any meters requested by the Network Customer; and
 - (4) The supporting equipment to the metering system associated with supplying the Transmission Provider funded meter, including, but not limited to the instrument transformers for voltage potential and current flow (potential transformers and current transformers) and associated interconnected cabling, terminal blocks, and switches.
- (c) Network Customer is required to notify the Transmission Provider if there are any changes to the supporting equipment to the metering system (instrument transformers specifically), or to the meter the customer has assumed responsibility for, that may affect the meter readings in any way prior to installing the new components so that updated billing arrangements can be implemented.
- (d) **Metering of New Network Customer Facilities:**
The Transmission Provider shall be responsible for costs associated with installation of the Transmission Provider-approved metering at new facilities established after the Effective Date of this Agreement that are connected to the Transmission Provider's Transmission system.

The Network Customer shall be responsible for the costs of the Transmission Provider approved metering for:

- (1) All points of resource integration;
- (2) All Automatic Generation Control (AGC) interchange points; and
- (3) All other points of electrical interconnection, including convenience points of delivery.

12. COMMUNICATIONS

Requirements and information regarding communications can be found in the Transmission Provider's Standards and Practices.

13. NETWORK OPERATING COMMITTEE

(a) Membership

The Network Operating Committee shall be composed of at least one representative from each Network Customer and the Transmission Provider or their designated agents.

- (b) **Responsibilities**
The Network Operating Committee shall meet at least once per year to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part 3 of the Tariff.

14. STANDARD PROVISIONS

- (a) **Notices**
Notices or requests made by either Party regarding these provisions shall be made to the representative of the other Party as indicated in the Service Agreement.
- (b) **Administration of the Provisions**
The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof, and are to be read together with this Agreement to determine the rights of the Parties. In the event of any irreconcilable differences between the Tariff and this Agreement, the language of the Tariff shall govern.
- (c) **Amendments**
Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.
- (d) **Assignment**
This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.
- (e) **Dispute Resolution**
Disputes arising under this Agreement are subject to the dispute resolution procedures set forth in the Tariff.
- (f) **Entire Agreement**
This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.
- (g) **Freedom of Information Act (FOIA)**
The Transmission Provider may release information provided by the Network Customer to comply with FOIA or if required by any other Federal law or court order. Prior to releasing any such information, the Transmission Provider shall follow its then applicable procedures for notifying Parties that their information is subject to a FOIA request. For information that the

Network Customer designates in writing as proprietary or marks as Critical Energy/Electric Infrastructure Information (CEII) according to applicable rules and regulations, the Transmission Provider will limit the use and dissemination of that information within the Transmission Provider to employees who need the information for purposes of this Agreement.

(h) **Governing Law**

This Agreement shall be interpreted, construed, and enforced in accordance with Federal law.

(i) **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(j) **Section Headings**

Section headings and subheadings appearing in this Agreement are inserted for convenience only and are not be construed as interpretations of text.

(k) **Uncontrollable Forces**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

“Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party’s reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (1) strikes or work stoppage;
- (2) floods, earthquakes, fire, or other natural disasters, terrorist acts, epidemics, pandemics; and
- (3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately

notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with the Service Agreement.

(l) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

15. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

CITY OF IDAHO FALLS

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: **LAURA GREEN** Digitally signed by LAURA GREEN
Date: 2020.11.30 13:30:51 -08'00' _____

Title: _____

Title: Transmission Sales Manager

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

**EXHIBIT A
RELATED AGREEMENTS**

This Exhibit A identifies agreements between the Parties which may contain additional obligations related to this Network Operating Agreement. Agreements identified in this exhibit are for reference only.

Table 1 Related Agreements

Related Agreement	Contract No.
Network Integration Transmission Service (NT) Agreement	10TX-14692
Operations and Maintenance (O&M) of Westside Substation	DE-MS79-84BP91841
Maintenance Obligations and Ownership (MO&O) Agreement of Westside Substation	15TX-16161
Mutual Assistance Agreement	16TX-16423

EXHIBIT B
OTHER OPERATIONAL OR TECHNICAL REQUIREMENTS

This Exhibit B identifies additional requirements and obligations that may be unique to the Network Customer.

Operational and Technical Requirements

- (a) City of Idaho Falls (doing business as Idaho Falls Power) has their own high-side equipment in their substations to isolate from BPA's system. Idaho Falls power performs their own switching; therefore, BPA does not perform switching for Idaho Falls Power.
- (b) On Idaho Falls Power's Westside-Sugar Mill No. 1 161-kV Line, there is a normal open point at Idaho Falls Power's York Road Substation that closes if the source to BPA's Westside Substation is lost.

EXHIBIT C
REMEDIAL ACTION SCHEMES AND RELAY SCHEMES

This Exhibit C identifies Remedial Action Schemes (RAS) and Relay Schemes that the Network Customer participates in.

Table #1 Remedial Action Schemes

Action (e.g. load, gen, reconfigure)	Related Contract No.
Not applicable	Not Applicable

Table #2 Relay Schemes

Description or Action	Reference No.
Underfrequency Load Shedding (UFLS) Program at BPA's Westside Substation	PRC-006-3

November 12, 2020 Idaho Falls Power - Unapproved

The Idaho Falls Power Board of the City of Idaho Falls met Thursday, November 12, 2020, at the Idaho Falls Power Energy Center, 140 S. Capital, Idaho Falls, Idaho at 7:00 a.m.

Call to Order, Roll Call, and Announcements:

There were present:

Mayor Rebecca L. Noah Casper

Board Member Michelle Ziel-Dingman

Board Member Thomas Hally

Board Member Jim Francis

Board Member Jim Freeman (via Zoom)

Board Member John Radford (via Zoom)

Absent:

Board Member Shelly Smede

Also present:

Bear Prairie, Idaho Falls Power (IFP) General Manager

Stephen Boorman, IFP Assistant General Manager

Randy Fife, City Attorney

Linda Lundquist, IFP Board Secretary

Mayor Casper called the meeting to order at 7:05 a.m. and made some brief announcements about upcoming strategic planning meetings and the 2021 calendaring meeting. She said that NuScale and Utah Associated Municipal Power Systems (UAMPS) announced an option for an uprated power output module option in the Carbon Free Power Project (CFPP) and mentioned an article worth reading in the latest issue of Power Magazine about nuclear energy. She reminded the Board to make edits in the board evaluation survey and return them to her in December before the January board meeting.

Board Member Updates and Announcements

Board Member Radford announced that the Policy Maker's Council meeting would occur later in the day and reiterated the importance of receiving board evaluation survey comments and feedback.

Idaho Falls Power Strategic Plan

GM Prairie reviewed the timeline of the originally created strategic plan, pointed out when it was refreshed in 2018 and mentioned how timely it is to be updating the plan as the city reviews its own strategic plan. He said that the IFP senior leadership team reviewed and updated the strengths, weaknesses, opportunities and threats (SWOT) analysis and its key points earlier in the month. GM Prairie reviewed the updates with the Board beginning with the *strengths* section. The Board discussed the elements of the plan and made some minor revisions. GM Prairie noted that the customer satisfaction survey goes out every 18 months and is planned again for February 2021. The *weaknesses* section was reviewed and there was a discussion on how the utility interfaces with the changing dynamics of its customers. Board Member Ziel-Dingman commented that she has now signed up three times for the autopayment plan as the treasurer's office continues to switch their providers. She voiced frustration with the ease of getting utility services signed up and paid for at the city. There was a discussion on the billing software and how it doesn't currently meet the needs of the utility like pre-pay, mobile app, customer outage information and general two-way interaction with the utility through mobile devices. Board Member Radford talked about the size of the Board and how boards are traditionally formed and commented that if board members were paid a part-time salary, there may be a larger pool of interest in board positions and someone like him in his current

November 12, 2020 Idaho Falls Power - Unapproved

position could potentially focus on IF Power and city council business full time and not have to work another job. Mayor Casper reminded the Board that in fact their council salary was already in a major part paid for by IF Power through annual transfers. There was some discussion on how the coronavirus has been impacting the utility. As the Board moved through the plan, Board Member Radford said that he sees the capabilities of battery storage as an opportunity for customers and views the Bonneville Power Administration (BPA) as a potential threat. There was a discussion about onboarding in the *areas of focus* section for the utility and Board Member Francis commented on how helpful it was to him to have outgoing board members sit in on a few initial meetings. GM Prairie updated the Board on the status of the American Public Power Association's (APPA) RP₃ application and stressed the significance of the designation for the utility. Mayor Casper said she would like to bring the strategic plan to the utility's organizational membership annual summer meetings and conferences as a reference tool to refer back to during those discussions and training. GM Prairie reminded the Board that all materials are on their Dropbox digitally and can be accessed anywhere they have their city issued iPad.

Standing Reports

Fiber – GM Prairie reviewed the November fiber statistics and mentioned that fiber is close to celebrating its 1000th customer and said that staff is working on a press release to accompany a large public relations event.

Organizational Membership Reports

Utah Associated Municipal Power Systems (UAMPS) – GM Prairie gave an update on the CFPP. He recapped the project's timeline and Board Member Hally asked where the current subscription was at. GM Prairie replied that there are about 100 megawatts (MW) subscribed now after the latest off-ramp a few weeks ago. In the previous phase, there was over 200 megawatts subscribed, but a number of large cities dropped out of the project. Mayor Casper asked if this next phase will focus on subscription and the combined operating licensing agreement (COLA) and GM Prairie stated that UAMPS asked the Department of Energy (DOE) if they'd fund at a higher rate because UAMPS didn't have their match and explained that if the COLA slips, then the entire project slips back. He continued to say that UAMPS' focus is on finding new subscription and trying to expand this phase with more money and subscription to keep it on track. The current phase is funded now at roughly \$4 million in total, which was short of the desired funding of \$13.2 million as originally planned in the CFPP budget resolution. Board Member Hally asked if subscription sales were why Mark Gendron was hired by UAMPS and GM Prairie answered yes. GM Prairie added that Mr. Gendron has been focusing on the Northwest for the past year on selling the project but has not yet signed any subscription. He also said that there continues to be discussion of "promising leads and discussions of buyers" at CFPP meetings. Board Member Francis asked if UAMPS is suggesting that we move to a four or six-pack? GM Prairie clarified that because of plant design changes and subscription shrink back, NuScale is working to move the CFPP to a smaller capital investment project and explained that a six-pack option would bring a lower project cost hopefully, and will also keep the project under \$55 dollars in the LCOE model in 2020 dollars. He explained that these are all new developments and ideas that are undergoing analysis by NuScale and Fluor. Board Member Radford commented on an article he'd read that suggested how the modular project isn't really an untested concept and that the technology had actually been demonstrated already on a smaller scale. He said how encouraged he was that they are working to scale down to a more affordable project and at a much lower financial risk. Mayor Casper pointed out that when a plant tour at Corvallis gets rescheduled, the Board should be able to ask more questions. GM Prairie said that the CFPP project committee was encouraged to hopefully find a way to make the economics work and said that the funding schedules and development cost reimbursement agreement (DCRA) will be revised. He reviewed the Schedule I and pointed out that the city's spending cap is highlighted at \$900,000. He explained that the ratio of the cost share is based on the lowest subscribed amount and that the city's

November 12, 2020 Idaho Falls Power - Unapproved

portion is about 4.9 percent (4.9%) of the project, which is roughly a \$200,000 investment, and not the \$900,000 because UAMPS ratios everything based upon the lowest percentage subscriber in which everyone pays the same ratio share based upon their subscription level.

Northwest River Partners (NWRP) – GM Prairie showed some slides from NWRP’s annual meeting. He mentioned the Kintama Research that was recently published in the Scientific Journal that contradicts some environmental group’s narratives on the impact that ocean conditions are having on fish returns. He noted that some regional survey results tended to show that millennials don’t view hydropower as a renewable energy source and mentioned the importance of IFP’s engagement with NWRP and their efforts to educate the public about clean and affordable hydropower in the region. GM Prairie said that conversations with regional governors tend to focus on science and what changes can be made to the dams to help get better fish returns.

Public Power Council (PPC) – GM Prairie said they held their annual meetings last week. He noted that Idaho Power plans to exit the Jim Bridger coal plant sooner than originally planned.

Announcements

GM Prairie asked the Board to mark their calendars for a virtual nuclear discussion to be hosted by the Center for Advanced Energy Studies (CAES) on Dec. 3 at 3:30 p.m., where he will be speaking about the economics of nuclear in evolving power markets. He asked the Board to bring their board books to the next meeting for updating.

Mayor Casper reminded the board that there will be a kit available later in the day for tomorrow’s city strategic planning meetings. She mentioned that in the Dec. 7, 2020 work session, she will pause the discussion to participate in a 30-minute virtual reception, which will welcome the incoming director of the Idaho National Laboratory.

There being no further business, the meeting adjourned at 10:54 a.m.

Linda Lundquist, BOARD SECRETARY

Rebecca L. Noah Casper, MAYOR



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Tuesday, December 1, 2020

RE: Purchase Replacement Dump Truck with Underbody Scraper for Public Works

Council Action Desired

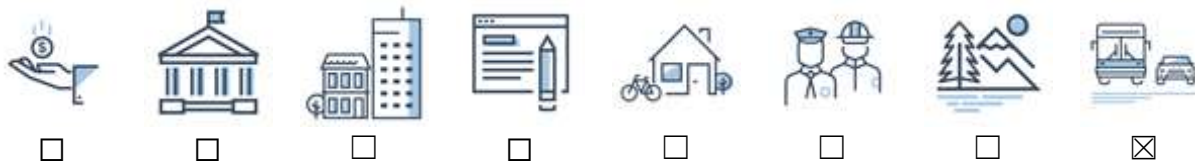
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approval to purchase one dump truck with underbody scraper from prices received from Bid IF-19-13 from Premier Truck Group of Idaho Falls for a total of \$182,150.00 or take other action deemed appropriate.

Description, Background Information & Purpose

This purchase will replace unit 1500, a 2004 General Motors dump truck with underbody scraper for the Wastewater Division scheduled for replacement. The total price for the replacement includes a trade in value of \$17,500 for unit 1500.

Relevant PBB Results & Department Strategic Plan



The purchase of the dump truck supports the reliable public infrastructure and transportation community-oriented result by replacing equipment that has reached its useful life.

Interdepartmental Coordination

Public Works concurs with the recommendation for award.

Fiscal Impact

Funding for the dump truck with underbody scraper is budgeted within the 2020/21 Municipal Equipment Replacement Fund (MERF) for Public Works, Wastewater division.

Legal Review

Legal has reviewed the bid process and concurs the Council action desired is within State Statute.



Premier Truck Group – Idaho Falls
6413 Doug Andrus Dr. 83402
Idaho Falls, Idaho 83402 | 208-534-6300

11-18-2020

City of Idaho Falls
2530 Hemmert
PO Box 50220
Idaho Falls, ID 83405-0220

Piggy Back IF-19-13

New 2022 Freightliner SD114 provided by Premier Truck group (formally Freightliner of Idaho)

- Specifications as represented in Bid IF-19-13
- PO submitted by Nov 18 ,2019

New 2020/2021 BeauRoc CSS 14 cubic yard dump body with MW41R11 Plow

- Specifications based on Bid IF-19-13 and Quote 164948 (1-21-2019)

Price- **\$185,774.00 ea.**

Option- Reversing Underbody Scraper, 11' long angling to 45 degrees, controls integrated into force America system- **\$13,876**

Total w/ option- \$199,650 ea.

Trade option-

Unit 1500

- 2004 GMC Dump Truck
- Model T7500
- VIN: 1GDM7F1304F512204

Trade Value- **\$17,500**

Price with Trade in and options selected: **\$182,150.00**

Cliff Scoresby
Premier Truck group- Idaho Falls
208-320-1764



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Tuesday, December 1, 2020

RE: Amend Red, Inc. Agreement for Marketing Services for Idaho Falls Power

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve an amendment to extend the term of the agreement to September 30, 2021 for marketing services with Red, Inc., for a total of \$80,000 and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The agreement for marketing services will provide a variety of promotion and outreach campaigns for Idaho Falls Power. This is the second year of the agreement as a result of an RFQ process, with the original agreement approved by City Council on March 26, 2020 for \$65,000. Red, Inc. has agreed to honor the same hourly rates and terms provided in the original agreement dated March 26, 2020.

Relevant PBB Results & Department Strategic Plan



The marketing services agreement supports the economic growth and livable community oriented results by providing outreach and education of Idaho Falls Power services.

Interdepartmental Coordination

Idaho Falls Power, Municipal Services and Legal reviewed and coordinated the agreement for City Council action.

Fiscal Impact

Funds to purchase the professional services are within the Idaho Falls Power 2020/21 budget.

Legal Review

Legal has reviewed the professional agreement and concurs the Council action desired is within State Statute.

**AGREEMENT FOR PERSONAL SERVICES FOR
MARKETING SERVICES FOR THE FIBER NETWORK
AND PUBLIC OUTREACH FOR ELECTRIC SAFETY
CITY OF IDAHO FALLS, IDAHO**

THIS AGREEMENT FOR PERSONAL SERVICES RELATED TO MARKETING CAMPAIGN THE FIBER NETWORK AND POWER PUBLIC OUTREACH FOR IDAHO FALLS POWER, IDAHO (hereinafter "Agreement"), is made and entered into this 26th day of March, 2020, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter "CITY"), and RED Inc., 510 Energy Pl., Idaho Falls, Idaho 83401 (hereinafter "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the Fiber Network needs marketing to create awareness of the benefits to our community of our new fiber network expansion; and

WHEREAS, Idaho Falls Power has used various public outreach campaigns and prefers to consolidate services into one company; and

WHEREAS, the Idaho Falls Power desires to continue to promote electric safety and awareness of your energy efficiency programs; and

WHEREAS, Idaho Falls Power performed a request for services from four different established marketing companies in the area; and

WHEREAS, RED Inc., as CONSULTANT, was the choice of the request for services review committee for the services requested based upon their diverse skills and expertise to perform the work requested; and

WHEREAS, CITY wishes utilize the personal services offered by the CONSULTANT, pursuant to this Agreement and for the compensation set out in this Agreement; and

NOW, THEREFORE, be it agreed that for and in consideration of the mutual covenants and promises between the parties hereto, that:

SECTION I: SCOPE OF WORK

A. Services provided by CONSULTANT, and its associates, shall be as follows:

1. Idaho Falls Fiber Network marketing:

- a. Create educational videos for the public that explains the benefits of joining the fiber network.
- b. Create educational videos that explain the process to sign up for the network
- c. Create educational videos that explain the process to have the fiber connection

brought into the home.

- d. Create a marketing plan and associated materials to help promote the network benefits to the community.

2. Idaho Falls Power public outreach and education:

- a. Create and develop consistent outreach plan for power and fiber.
- b. Develop educational material on various programs and services for customers to use.
- c. Consult on best avenues to direct spending to reach target audience to promote our programs and services offered.

B. Services provided by CITY:

The parties agree that CITY will provide access to CITY documents that may be necessary to support their work.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONSULTANT and CITY by the terms of this Agreement. It is understood by the parties hereto that CONSULTANT is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Personnel Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.
2. The cost for CONSULTANTS' services as described in Section I, Scope of Work, is "not-to-exceed" sixty-five thousand dollars (\$65,000), and billed on a cost of materials plus an as used hourly basis for personal services, as is more particularly described in Exhibit "A" to this Agreement and is made part of this Agreement.
3. Payment is due upon receipt of CONSULTANT's statement(s).
4. CITY and CONSULTANT may mutually agree to re-allocate scope of work, providing the fixed "not-to-exceed" price described in Section II.B.2. of this Agreement is unchanged.

C. Right to Use Images and Published Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use the results of the products created and its image(s), including any portion of its image(s). The use of image(s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs and functions. Image(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print

advertisements, without cost to CITY or payment to CONSULTANT for use of such image(s).

Nothing in this section shall constrain CONSULTANT from using the materials for other trainings or projects with other entities.

The parties acknowledge that any published materials or images received by CITY are subject to public disclosure under the Idaho Public Records Act Law, Chapter 1 of Title 74 of the Idaho Code.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONSULTANT upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONSULTANT. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONSULTANT except as designated by this section. In the event of termination, CONSULTANT shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Project Timeline.

CITY and CONSULTANT agree that the start date for this work commences one day after execution of the Agreement. CITY shall make available to CONSULTANT all technical data of record in CITY's possession, including financial, operations, and other information necessary for their work.

D. Termination of Project.

If any portion of work covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONSULTANT for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. CONSULTANT's Insurance.

In performance of personal services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONSULTANT's services.

F. CONSULTANT's Additional Insurance.

CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, and Comprehensive General Liability Insurance coverage. The Comprehensive General Liability Insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and CONSULTANT shall cause CITY to be named as an additional insured under said policy.

G. Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONSULTANT in the performance of personal services under this Agreement, to the extent that CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONSULTANT and CITY. CONSULTANT shall not be obligated to indemnify CITY for CITY's sole negligence.

H. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

I. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

J. Binding of Successors.

CITY and CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partner, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning work, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONSULTANT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render

decisions related thereto in a timely manner so as to avoid unreasonable delays.

M. Conflict of Interest.

CONSULTANT covenants that they presently have no interest and will not acquire any interest, direct or indirect, in works, which would conflict in any manner or degree with the performance of services hereunder. CONSULTANT further covenants that, in performing this Agreement, they will employ no person who has any such interest.

N. Ownership and Publication of Materials.

CITY and CONSULTANT agree that CITY, with this Agreement, acquires the right to use all reports, information, data and other materials prepared by CONSULTANT pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain CONSULTANT from using created materials for other trainings or projects with other entities.

O. Non-discrimination.

CONSULTANT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, or national origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:

By Kathy Hampton
Kathy Hampton, City Clerk



"CITY"
City of Idaho Falls, Idaho

By Rebecca L. Noah Casper
Rebecca L. Noah Casper, Mayor

"CONSULTANT"
RED Inc.

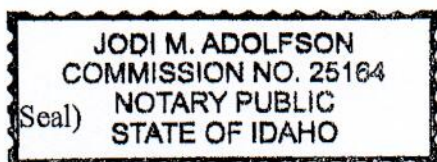
By Brad Hudson
Brad Hudson, Director, Business
Development

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 26TH day of MARCH, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

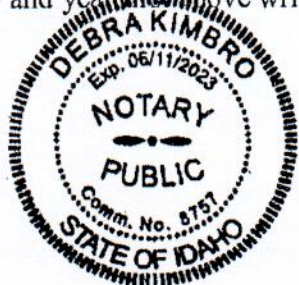
Jodi M. Adolfson
Notary Public of Idaho
Residing at: Idaho Falls, Id
My Commission Expires: 5/20/2020



STATE OF IDAHO)
) ss:
County of Bonneville)

On this 18TH day of March, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Brad Hudson, known or identified to me to be the Director of Business Development for RED Inc. and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said RED Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Debra Kimbro
Notary Public of Idaho
Residing at: Idaho Falls
My Commission Expires: _____

Exhibit "A"

RED, Inc. Communications

Hourly Rates

Graphic Design	\$55.00 per hour
Animation	\$65.00 per hour
Account Services	\$55.00 per hour
Materials	Actual cost of materials
Outside Services	Actual cost of services

November 23, 2020 Work Session – Unapproved

The City Council of the City of Idaho Falls met in Council Work Session, Monday, November 23, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 3:00 p.m.

Call to Order and Roll Call:

There were present:

Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman (via WebEx)
Councilor John Radford (via WebEx)
Councilor Thomas Hally
Councilor Jim Freeman (via WebEx)
Councilor Jim Francis
Councilor Shelly Smede (via WebEx)

Also present:

PJ Holm, Parks and Recreation Director
Bryce Johnson, Police Chief (via WebEx)
Jeremy Galbreath, Police Captain (via WebEx)
Pamela Alexander, Municipal Services Director
Christian Anderson, Zions Public Finance Municipal Advisor (via WebEx)
Adam Christensen, Hawley Troxell Bond Counsel (via WebEx)
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Mayor Casper called the meeting to order at 3:00 p.m. with the following items:

Calendars, Announcements and Reports:

Mayor Casper distributed flyers from the Salvation Army regarding their outreach efforts for Thanksgiving and Christmas. She stated the Idaho Falls Downtown Development Corporation (IFDDC) Christmas tree lighting event will be held November 26, due to the governor's order, this event will mainly be held virtually on Facebook; the employee holiday social for the Christmas season will not be held although gifts are being collected for a raffle; and City Council meeting will be held November 24. She also reviewed information regarding State legislation.

Acceptance and/or Receipt of Minutes:

It was moved by Councilor Francis, seconded by Councilor Hally, that Council receive the recommendations from the Planning and Zoning Commission Meeting of November 10, 2020, pursuant to the Local Land Use Planning Act (LLUPA). Roll call as follows: Aye – Councilors Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Liaison Reports and Council Concerns:

Council President Dingman stated the Hunger Games event for the Community Food Basket has been canceled although it is being replaced with a home-based gingerbread contest. She encouraged all individuals to participate. Councilor Smede expressed her appreciation to Municipal Services for the information contained in the Work Session packet.

Councilor Radford stated per American Public Power Association (APPA), Senator John Kerry announced to be climate czar for nuclear power. He also stated there is a lot of growth in the City which has impacted Community Development Services with delays; and Public Works came in with 109% of revenue in October, even during a COVID year, which is due to growth.

Councilor Freeman stated there will be no sanitation services occurring on November 26 for Thanksgiving, services will be delayed one (1) day.

Councilor Hally stated the Senior Citizens Center would appreciate any donations for Meals on Wheels.

November 23, 2020 Work Session – Unapproved

Councilor Francis stated John Marley and Darin Moulton have been promoted and Scott Killian has retired from the Idaho Falls Police Department (IFPD).

Coronavirus (COVID-19) Update and Discussion:

Mayor Casper believes there is a light at the end of the tunnel as vaccines are indicating promise which has prompted new discussion on prioritization and roll-out, the governor's office will be working on the roll-out plan. She noted the United States Food and Drug Administration (FDA) granted emergency authorization for experimental treatment. She stated there is an intense spread with Idaho consistently in the top 15 for infection rates and often in the top 10 worst states with the rate of spread. It was recently announced that 91 Bonneville County residents have passed away due to COVID-19. Mayor Casper stated there are also impacts on employees, businesses, schools, hospitals, emergency services, etc. which are real concerns. She also stated holiday gatherings are a large concern and Eastern Idaho Public Health (EIPH) messaging will be forthcoming. She shared the message "Better to have a zoom Thanksgiving than an ICU Christmas". She stated getting through this will require grit and sacrifice, this is what American character is made of. She also stated the right messages must be shared with community members to get them to think beyond the here and now. Council President Dingman concurs with Mayor Casper. She believes 99% will survive although the impacts are significant. She has seen repercussions to family life, work, and employment. She reiterated the significant impacts. She stated, per the draft resolution, she believes it's important for the community to know the elected officials are behind EIPH and are supporting the governor's order although she is unsure what the impact will be. She does not believe the community is looking to the elected officials for guidance or advice although she believes it does mean something to some individuals that their elected officials are supporting something. She also believes the resolution may be interpreted as a mini stay-at-home order which is not what the Council is trying to do. Councilor Smede is in favor of moving forward and expressed her frustration for those unmasked individuals. Councilor Radford expressed his concern for being viewed as not taking action and believes people may be upset that the Council is not taking stronger action. He is unsure of the role being more stringent. He believes a lack luster effort may be open to more criticism of doing nothing. Mayor Casper stated the City has not exercised the full extent of enforcement. She believes the Council needs to find a balance for the right community approach based on key emergency and health services. Council President Dingman stated she wants it to have an impact, not just for show. She believes the Council does need to strengthen the resolution, particularly for public events. She also believes public events need to be enforced in regards to the governor's order and organizers of events need to be cited. She indicated she would include that in the resolution. Councilor Hally agrees. He believes the Council needs to look at consequences. He also believes the overflow in hospitals would slow down the distribution of a vaccine. He noted the mandate in Idaho is political and the Council needs to get as tough as possible. Councilor Radford believes the EIPH mask mandate has made a difference as he sees 90%+ of individuals at the mall are wearing masks. He concurred with Council President Dingman, fear matters especially with events. Councilor Freeman believes individuals have landed where they have landed and they are not going to move. He also believes more masks are being worn. He stated there is a lack of cooperation of those who do not want to quarantine or who are not willing to help with contact tracing. He stated he is amazed that individuals are not cooperating. Councilor Francis does not oppose adding language for gatherings. He stated the resolution was partially drafted due to the pressure on first responders and health care professionals and their families. He believes this will endorse those who are cooperating and who are currently making that sacrifice and are receiving support from elected officials. He stated recognizing the importance of modeling is what is behind the resolution. Discussion followed regarding requested changes in the resolution. Council President Dingman prefers the word 'prevent' as she wants this as a prevention document. She noted this is not a shutdown, this is a citation. She stated the Council will create a process and then will cite. Councilor Radford believes individuals need to know there could be a consequence. Following additional discussion, including the governor's order referencing a misdemeanor, the language will be amended to be included on the November 24 Council Meeting agenda.

War Bonnet Round Up Association (WBRUA) Memorandum of Understanding (MOU) Review:

November 23, 2020 Work Session – Unapproved

Director Holm stated this item was originally presented in November, 2019. He noted the association is an outside 501(c)(3) organization. Director Holm reviewed the agreement language in Section I: Scope of Work (WBRUA responsibilities and City responsibilities) and Section II. He believes this will be a good relationship as he believes the WBRUA has their best interest of heart for the rodeo and they have shown extreme dedication to the event. He noted the War Bonnet Round Up Rodeo will be 110 years old. Mayor Casper noted the delay of the agreement was partially due to COVID. She stated this item will be included on the November 24 Council Meeting agenda.

Chaplain Services Discussion:

Captain Galbreath stated the MOU will address the community chaplains for victims of crime and provide services to families of those who experience suicides. A department chaplain would also provide spiritual guidance. Councilor Francis requested the MOU be removed from the November 24 Council Meeting agenda as he believes the recital statements need to be included; this is proposed to be voluntary and he is unsure of the funding; and additional adjustments are needed to be compliant with City ordinance. Per Mayor Casper, Councilor Francis noted the nondiscrimination clause does not include gender identity and expression; he believes it needs to be pan-denominational; and a set of recitals as how to support policy and goals of the IFPD should be included. Councilor Hally questioned other police departments. Chief Johnson stated the IFPD previously had a chaplain program. He noted the Bonneville County Sheriff's Office uses the Law Enforcement Chaplaincy of Idaho. Mr. Fife stated some departments have an all-volunteer program, some have non-profit donations, some are organized that their union or Fraternal Order of Police (FOP) set up, and some have police officers who are trained as a chaplain within the department with outside volunteers. He also stated the departments try to make a neutral religion so not to support a particular religion or point of view. He noted those that don't believe in a higher power need to have the same access or similar resources for assistance. Councilor Radford questioned the financial impact. Chief Johnson stated there is no charge, he believes the organization would like to fundraise as this is a privately-funded operation. He noted the IFPD had the first model implemented in the 1990's which was volunteer-based but it did not work for the IFPD. He also noted there has not been a chaplaincy program since that time although the department has looked at several models. He believes this group is the only working chaplain in this area. Per Mayor Casper referencing the timing of the MOU, Chief Johnson believes getting it right is more important than getting it done quickly. Mayor Casper stated the goal of the MOU is to be included on the December 17 Council Meeting agenda.

Certificate of Participation (COP) Financing Options Discussion:

Director Alexander reviewed the COP Finance Team. She then presented the following:

Ordinance Highlights:

- Approval and authorization to issue COP
 - Appropriation not to exceed \$30M
 - Tax-exempt obligation
 - True interest cost placeholder at 3.25%
 - 22-year term
- Delegation of authority to the Mayor and Director of Municipal Services (this is for timeliness)
 - Sale of certificates
- Approval and authorization to execute a primary lease (this will be an annual appropriation)

Resolution Highlights:

- Notice of intent to reimburse certain project expenditures (this allows the City to request reimbursement for the costs spent prior to the issuance of the certificates)
 - Code of Federal regulations

City Bond Rating and Certificates Issuance Timeline:

- Bond rating call occurred on November 10, 2020

November 23, 2020 Work Session – Unapproved

- Bond rating received on November 20, 2020
- Bond rating (the bond rating assigned, per Moody, is AA3 – Director Alexander noted it is a great honor to receive the rating as it allows the City to compete for good rates)
- COP pricing – December 8, 2020
- Closing – December 23, 2020

Director Alexander presented the updated bar chart. She noted the City must be locked in for at least a 10-year period. She stated, based on the 3.25% interest rate, the first payment will be \$1.996M, noting there is capacity for a \$2M payment in the 2020/21 base budget.

Next steps:

- Adopt a COP ordinance on November 24, 2020
- Adopt a resolution to reimburse project expenses on November 24, 2020
- Design and Construction Project Team

Appropriate Procedure:

- Notice of Intent to Renew
 - City Council to consider providing Notice to Trustee on or before August 1 of each year
 - Non-binding
- Notice of Renewal
 - City Council renews by appropriating Lease Payment in its budget
 - Provided to Trustee no later than September 15
- Payment of Rent
 - Lease term begins October 1
 - Lease payments to be delivered to Trustee 15 days in advance of debt service (March 1 and September 1)

Councilor Hally questioned if the fixed price had more impact on the interest rate. Mr. Anderson stated this particular project was not a concern for the rating agency and would not have any impact. Councilor Radford questioned the growth with the property tax adjustment. Director Alexander reiterated there is currently \$2M in the base budget. Councilor Radford expressed his concern for the risk of 10 years until changes could be made, he believes this could take away the flexibility. He also believes new revenue from a bond would always be there. Councilor Hally stated the bond process would take longer and interest rates could increase, and the lack of an inadequate facility impacts the operation of the IFPD and lowers the ability of the department to function as efficiently as possible. He noted the largest Idaho Falls Redevelopment Agency would end in 2028 with additional funds available. Mayor Casper stated the bond would add additional taxes. She believes it is a kindness to use a COP as this is one (1) bill. Director Alexander reminded the Council that property taxes were not levied due to participation in the governor's plan for the Public Safety Relief Program. She stated the money is from new growth and construction in previous years. Councilor Freeman noted his recent tax bill decreased \$300+. Per Councilor Freeman, Director Alexander stated the 22-year term was discussed at the November 9 Work Session. Council President Dingman is in favor of the 22-year timeframe. She indicated this is her top priority; she does not see a benefit to delay the project; and she believes this is spending within the City's means as taxpayers will not see this as an additional cost. Councilor Hally believes the focus was 20 years and noted the slightly reduced payment will allow flexibility. Councilor Francis questioned if the interest rate could be lower than 3.25%. Mr. Anderson stated the purpose of the rate is to set the parameters the certificate could be finalized without additional board action. If the COP were sold today it would be below 2.5% and in a 20-year term. The 3.25% is trying to define a reasonable conservative rate. Councilor Francis expressed his concern for the \$1M for the dehydres allocated to the Rec Fund. Director Alexander stated the dehyde funding was a one-time project. Councilor Radford believes this is risky. He questioned the payment amount for 30 years. Mr.

November 23, 2020 Work Session – Unapproved

Anderson stated a 25-year term would be \$1.7M and a 30-year term would be \$1.5M, although the interest rate would be higher. Councilor Radford believes the term could decrease after 10 years. Per Councilor Francis, Mr. Anderson stated the flexibility would be provided in the ordinance and the Council must direct a payment target. He indicated he would target the term with a comfortable payment. Mayor Casper stated the primary difference is the COP is slightly higher in interest. She also stated Municipal Services has worked to shorten the term to lower the interest rate which she believes is desirable, and if a guaranteed payment amount and not-to-exceed term could be identified, this would provide a great deal to the taxpayers. Mayor Casper indicated she prefers 22 years with a \$2M maximum as she does not want to burden the future Council. Councilors Francis and Hally concurred. Mayor Casper stated this item will be included on the November 24 Council Meeting agenda.

Connecting Us, Sustaining Progress (CUSP) Interim Report:

Mayor Casper stated eight (8) CUSP committees were established in the previous year. Several committees have been working through COVID-19 using virtual platforms.

Mr. Alvarez expressed his appreciation to the elected officials for their service to the community. He stated approximately 70 volunteers were organized into eight (8) subcommittees –Public and Personal Safety, Janet Allen, Chair; Economic and Business Climate, Dana Kirkham, Chair; Healthcare and Public Health, Doug Crabtree, Chair; Education, Michaelena Hix, Chair; Diversity and Inclusion, Toni Carter, Chair; Housing and Transportation, Stephanie Rose, Chair; Environment and Sustainability, Kris Millgate, Chair; and Community Enrichment, vacant Chair. Mr. Alvarez stated the CUSP was an opportunity to divide and conquer the City and identify needed improvements. He also stated CUSP is looking at the whole community as a vibrant community, not just government-addressed although CUSPs efforts have been heavily impacted by COVID-19. He noted the Community Enrichment subcommittee also had challenges. He indicated various subcommittees have finished their work. CUSP has also been impacted by the national attention on social issues, including the death of George Floyd and other law enforcement situations. Mr. Alvarez reviewed the subcommittees efforts. He stated the final report is planned for March 2021. Councilor Francis commended the volunteer efforts. He believes ‘options’ may be better paths for Council versus ‘recommendations’. Mayor Casper stated there are variable amounts of data for these reports. She believes the timing of the final report may be helpful for next years’ budget discussion. Brief discussion followed regarding the final reports of the subcommittees. Mr. Alvarez expressed his appreciation for the opportunity to serve. Mayor Casper expressed her appreciation to Mr. Alvarez.

It was then moved by Councilor Francis, seconded by Councilor Hally, to move into Executive Session (at 5:40 p.m.). The Executive Session is being called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency. The Executive Session will be held in the City Annex Conference Room. At the conclusion of the Executive Session the Council will not reconvene into regular Work Session. Roll call as follows: Aye – Councilors Smede, Hally, Dingman, Radford, Freeman, Francis. Nay – none. Motion carried.

The City Council of the City of Idaho Falls met in Executive Session, Monday, November 23, 2020 in the City Annex Conference Room in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 5:46 p.m.

There were present:

Mayor Rebecca L. Noah Casper

Council President Michelle Ziel-Dingman (via telephone)

Councilor Thomas Hally

Councilor Jim Francis

Councilor Jim Freeman (via telephone)

Councilor Shelly Smede (via telephone)

Councilor John Radford (via telephone)

November 23, 2020 Work Session – Unapproved

Also present:

Chris Fredericksen, Public Works Director

Randy Fife, City Attorney

The Executive Session was called pursuant to the provisions of Idaho Code Section 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency.

There being no further business, the meeting adjourned at 6:10 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor

November 24, 2020 City Council Meeting – Unapproved

The City Council of the City of Idaho Falls met in Special Council Meeting, Tuesday, November 24, 2020, in the Council Chambers in the City Annex Building located at 680 Park Avenue in Idaho Falls, Idaho at 7:30 p.m.

Call to Order:

There were present:

Mayor Rebecca L. Noah Casper
Council President Michelle Ziel-Dingman (via WebEx)
Councilor John Radford (via WebEx)
Councilor Thomas Hally
Councilor Jim Freeman (via WebEx)
Councilor Jim Francis
Councilor Shelly Smede (via WebEx)

Also present:

All available Department Directors (in person and via WebEx)
Randy Fife, City Attorney
Kathy Hampton, City Clerk

Pledge of Allegiance:

Mayor Casper led those present in the Pledge of Allegiance.

Public Comment:

Public comment was temporarily suspended.

Coronavirus (COVID-19) update and consideration of possible Council action including adoption of a Resolution:

Mayor Casper stated there were 1,640 State-wide cases and there have been 874 State-wide deaths, including two (2) new deaths reported from Eastern Idaho Public Health (EIPH). She also stated there are 134 active cases in Bonneville County. Bonneville County and the entire health district are in the critical category. Mayor Casper reviewed the status of other counties within the State. She believes this is pointless to believe this is just about masks, group size, or distancing from others. She also believes there are loopholes which puts everyone at risk and this needs to be thought of as a community effort. Mayor Casper noted Fire Chief Duane Nelson stated a whole community effort is needed. Many individuals are in coping mode and are doing what they can. This should trigger compassion and a greater sense of responsibility for the community. Mayor Casper requested all individuals do what they can to change the trajectory. Councilor Francis believes it's important to know and recognize that many people have caught and recovered without serious effects although this fact cannot determine how to respond as a community. He noted there are too many cases that have led to death as well. He reiterated Mayor Casper, stating the State is in a surge and a vaccine for general distribution and population is months away. He also stated this surge has stressed the hospitals, first responders, and health care providers; it is reaching a critical level for these people and their families; many businesses have made sacrifices; and there is stress in the community because of COVID-19. Councilor Francis believes this resolution is only a small step for the City lending support for EIPH and Governor Little. He also believes a multitude of small steps can lead to big strides to help reduce the level of surge, and the City represents a model to the community as dealing with the surge. He emphasized we have to know this is temporary. He suggested a set of resolutions committing the City to support EIPH and the Governor's orders. He noted the resolution was discussed at the November 23 Work Session except for paragraph four (4). Council President Dingman read paragraph four (4): *That the City of Idaho Falls will develop and execute, by December 1, 2020, a citation and prosecution procedure for organizers of public events involving attendees exceeding the number allowed to gather by the Governor of Idaho's Rebound Idaho restrictions.* She echoed Councilor Francis, she believes it's important that government agencies step up support and enforcement of the

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boundaries of the plan. She also believes mitigation strategies can slow the spread; there must be a limit on certain activities and support of limitations of activities; and it's important that public events will not be tolerated without consequence. Mayor Casper stated a procedure is currently in place for violations of the law. She also stated once an officer becomes aware of a violation their assignment is to report to their supervisor and then command staff to investigate and determine if a citation is warranted. She reviewed additional steps for prosecution. Mayor Casper stated experienced eyes are needed on this as the Governor's order is vague enough in wording and exceptions that make it difficult to apply and enforce. She expressed her personal disappointment as she believes few events would meet the standards of a violation and prosecution. Councilor Radford is not comfortable with the December 1 date included in the resolution, he believes it should be sooner. He also believes the body could make local legislation clear and restricted. Mr. Fife believes the Governor's order takes away independent authority of the City although further research would be needed to confirm. Councilor Francis questioned Stage 2 penalties. Mr. Fife believes the City could not do more beyond a misdemeanor. Mayor Casper does not want inflated expectations. She believes the balance of the resolution is very positive and makes an important statement. Councilor Radford believes the Council should stand firm so people won't gather in large groups, and the City should have this tool in the toolbox. Council President Dingman questioned if a craft show would be difficult to cite. Mr. Fife deferred based on lack of knowledge of the facts. He stated it is clear that the order is for ten (10) or more people that cannot social distance responsibly. He also stated, per the spirit of law, there should not be groups where COVID can spread. Council President Dingman questioned if it is legally possible for the City to place a moratorium on all public events. Mr. Fife believes if an emergency was declared by the City based on facts this could be possible, however, he does not believe this could occur under the Governor's order. Council President Dingman believes the Council needs to put something specifically in a resolution for the City to know what to and not to enforce. Mayor Casper stated the Idaho Falls Police Department (IFPD) has stated it will uphold the right of any business or group that will not observe the mask order and will use the trespass law, which has already occurred. She also stated the order under EIPH has been in place since early August but it comes with 6-7 exceptions and those exceptions do not need proven, just assertive. She noted taking officers from responding to other calls only to be told they are an exception uses time and resources. She believes the IFPD has been effective when a trespass is happening. Mayor Casper reiterated exceptions are equally difficult to enforce but the police are there for clear violations. She wants the Council to have a clear expectation of what law enforcement and legal are up against. She believes the loopholes make it difficult to deliver the level of enforcement that was thought possible. Council President Dingman stated she supports the IFPD and the mask mandate enforcement and believes it's the best way to avoid unnecessary confrontation. She also believes the resolution has to be very specific. She expressed her appreciation to Mayor Casper but she believes if this is passed it doesn't mean anything. She believes it is another document that supports things that haven't changed. She has not seen any change in behavior with mandates or orders. Councilor Francis emphasized this only applies to public events, not private events in homes. He believes this is a way to make a public statement that the City is ready to enforce, to the best of its ability, the elements of Stage 2 of the Governor's orders. Councilor Hally stated states and cities with mandates have lower involvement with COVID. He proposed including a health emergency in the City. Mr. Fife stated typically the Mayor would declare an emergency with the Council backing. Councilor Radford believes the Mayor should make that choice. He stated EIPH is overwhelmed. He does not believe individuals want to be cited, this resolution would be a deterrent, and the Council needs to take this seriously. Councilor Francis agrees not to include the emergency although he believes the Council would support the Mayor. He noted the resolution would be to back the efforts of these programs. Councilor Freeman stated he is in favor of the resolution as is. He noted the front line workers are now the final line and, the community is the front line as the first line of defense against COVID. He noted he would also support going further if needed.

It was moved by Councilor Francis, seconded by Council President Dingman, to adopt the resolution as presented. Roll call as follows: Aye – Councilors Hally, Smede, Dingman, Freeman, Francis, Radford. Nay – none. Motion carried.

RESOLUTION NO. 2020-29

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING A POLICY RELATED TO CONSIDERATION OF SUPPORTING

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GOVERNOR LITTLE’S COVID-19 PROCLAMATION, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE.

Consent Agenda:

Public Works requested approval of Bid Award - Storm Drain Improvements - 2021 Inlet Box Upgrades; and Bid Award – Water Line Replacement in 1st Street from Yellowstone Avenue to Lomax Street.

Municipal Services requested approval of Quote – Purchase of Rugged Laptops (Toughbooks) for the Police Department; minutes from the November 9, 2020 City Council Work Session and Executive Session; November 12, 2020 City Council Meeting; and November 13, 2020 Strategic Planning Exercise; and, license applications all carrying the required approvals.

It was moved by Councilor Smede, seconded by Councilor Dingman, to approve, accept, or receive all items on the Consent Agenda according to the recommendations presented. Roll call as follows: Aye – Councilors Hally, Francis, Radford, Dingman, Smede, Freeman. Nay – none. Motion carried.

It was then moved by Councilor Francis, seconded by Councilor Hally, to remove from the Regular Agenda item 5.C.1. Memorandum of Understanding with Law Enforcement Chaplaincy of Idaho as the document needs some additional adjustments. This item will be re-presented in the near future. Roll call as follows: Aye – Councilors Francis, Dingman, Freeman, Hally, Radford, Smede. Nay – none. Motion carried.

Regular Agenda:

Idaho Falls Power

Subject: Construction Agreement for Fiber Optic Cable Splicing

Idaho Falls Fiber (IFF) has the need for a significant amount of splicing services for the FY2021. The splicing needs are intermittent throughout the fiber buildout and it is imperative that when needed it is performed in a timely manner so as not to delay the total project. For this reason, using a single contractor is not in the best interests of IFF or its customers. IFF solicited formal bids for these services with bids, IF 21-06 and IF 21-08 in anticipation that the bidding process would fulfill this business need. Unfortunately, both bids received did not provide IFF the ability to meet their needs leading to likely delays in the project and higher overall costs. Approval of these agreements will allow Idaho Falls Power/Fiber to contract for services on an as-needed basis for the best pricing and specific service.

It was moved by Councilor Radford, seconded by Councilor Freeman, to approve the Construction Agreements with Bluelake Utility Services, Cooke Cabling, LLC, and Advanced Cable Technologies for fiber optic cable splicing services at a not-to-exceed total amount of \$1,000,000, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilors Freeman, Radford, Smede, Francis, Dingman, Hally. Nay – none. Motion carried.

Parks and Recreation

Subject: Approval of Agreement between the City of Idaho Falls and the War Bonnet Round Up Association

This agreement, if approved, would allow the War Bonnet Round Up Association, a local 501(C3), to work with the City of Idaho Falls to continuously improve, market, and fund the War Bonnet Round Up Rodeo, through various opportunities defined in this agreement. The association shall be responsible for all activities related to the War Bonnet Round Up Royalty Program as defined in this agreement.

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Councilor Francis stated this item was discussed at the November 23 Work Session. He also stated several concerns were raised a year ago during the original discussion, those issues have been resolved with all parties. He indicated this is a great advantage of fundraising to promote the rodeo.

It was moved by Councilor Francis, seconded by Councilor Smede, to approve the agreement between the City of Idaho Falls and the War Bonnet Round Up Association, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilors Hally, Radford, Francis, Dingman, Smede, Freeman. Nay – none. Motion carried.

Police Department

Subject: Sole Source Purchase for Stalker Radar Message Trailers for Police Department

This request facilitates the purchase of four message trailers for the Police Department. Message Trailers are needed to increase communication with the public about COVID-19. This messaging could include what Phase we are in, Mask Mandates, Governors Orders, Local Changes, etc. Idaho Falls has a large percentage of the population that doesn't utilize social media or other online resources. Message Trailers strategically placed throughout the city will assist in conveying important COVID-19 updates.

Councilor Francis stated the message trailer can also be used for speed report checks and enforcement of traffic problems.

It was moved by Councilor Francis, seconded by Councilor Freeman, to declare that “there is only one source of message trailers reasonably available because competitive solicitation is impractical, disadvantageous, or unreasonable under the circumstances” and authorize advertisement of the City’s intent to make a sole source procurement following a 14-day period, per Idaho Code §67-2808, and authorize the City to then issue a purchase order to Stalker Radar for a total of \$70,646.00. Roll call as follows: Aye – Councilors Freeman, Francis, Hally, Radford, Smede, Dingman. Nay – none. Motion carried.

Municipal Services

Subject: Approving and Authorizing the Issuance of Certificates of Participation (COP) for a new Community Law Enforcement Facility

Due to City growth and the recommendation from the 2018-19 Police Department Facilities Citizen Evaluation Committee, the City of Idaho Falls desires to build a new Community Law Enforcement facility.

Councilor Smede shared a personal experience of the IFPD station tour when she was running for Council in October 2017. She stated after her experience she was determined to not let the building issue go. She is confident in the move and believes the City has been frugal in budgeting, especially where the levy was not raised, to secure a down payment. She is very happy to see this coming to fruition. Councilor Freeman stated it’s his honor to be in a position to help move this station forward. He also stated the IFPD headquarters has been a personal priority from day one. He noted this would not be possible if the City were not conservatively run in previous years by previous elected officials. Councilor Freeman believes the consideration has been careful and in-depth and he commended the finance team. He supports the COP with little reservation. Councilor Hally stated approximately 15 years ago money was set apart to begin a new (police) building but the money was spent in subsequent years. He also stated the Police have an important function and it is paramount to have a decent, up-to-date facility. He noted the COP was decided versus adding a bond. He is proud to support this. Councilor Francis stated this facility will put all departments under one (1) roof, not eight (8) roofs; the location choice is very deliberate to the City center; the COP has the lowest interest rate the City may see; and it would not do the taxpayers a service to wait. He emphatically supports the resolution and the ordinance. Councilor Radford read an excerpt from the Idaho State Constitution regarding municipal indebtedness. He believes the IFPD absolutely deserves a station but he also believes this is taking a huge risk with the General Fund money. He believes the City will not be able to hire fire or

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police officers in the future. He noted there is also a pending lawsuit against the IFPD and he is unsure where this money will come from. He fears the Council is not doing their job when the Council doesn't govern the consent of the government. Council President Dingman stated there are two (2) parts to this item, need and finance. She believes the community deserves the building to improve public safety and the law enforcement officers deserve it to properly do their jobs. She noted the Council has shown the City can live within its means. She strongly believes this is a sustainable plan. Council President Dingman does not believe there is a legal risk to move forward. She stated while seeking an underwriter the Council learned cities and counties and governmental agencies across the country are doing this. She also stated the City can utilize the annual budgetary process to build and purchase the building within the City's means and it will not be another line item on property taxes. Mayor Casper stated the project estimates the rate of inflation for construction in the 8-10% range. She noted a bond would result in an increased overall price which could be significant. She stated a combined low interest rate and the ability to begin execution of design and construction plans saves interest which she believes is part of the Council's fiduciary responsibility. She views this as a great service to the taxpayers because it is starting immediately and with the lowest rates possible. Mayor Casper believes the fact that the City can already pay for this with the budget and without raising taxes is remarkable and is a testament of the Council's ability to prioritize. She reiterated this is not a 22-year obligation, it is a one-year obligation for 22 years. She compared it to renting, stating the City will own the building in 22 years. She noted the City currently rents property and it is not put up to vote and, this is a straightforward methodology. Mayor Casper noted, as part of the group looking at a new building, the City went into a recession and the building was postponed but the City can now take a step forward. She commended the finance team and the Council's planning and direction to do this without an additional tax burden. She stated the traditional route cited by Councilor Radford places an additional financial burden on the taxpayers above and beyond their regular tax bill. She believes this is a good option.

It was moved by Councilor Smede, seconded by Councilor Dingman, to approve the Ordinance and authorize the issuance of series 2020 Certificates of Participation not to exceed \$30M pursuant to Idaho Code, Section 50-301 and approve and authorize the delegation to certain officers, pursuant to Idaho Code, Section 57-235 for determination and approval of certain final terms and provisions of the Certificates on the date of sale, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary. Roll call as follows: Aye – Councilors Dingman, Francis, Smede, Hally, Freeman. Nay – Councilor Radford. Motion carried.

At the request of Mayor Casper, the City Clerk read the ordinance by title only:

ORDINANCE NO. 3355

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO APPROVING AND AUTHORIZING THE ISSUANCE AND PROVIDING FOR THE NEGOTIATED SALE OF THE PRINCIPAL AMOUNT OF UP TO \$30,000,000 ANNUAL APPROPRIATION CERTIFICATES OF PARTICIPATION, SERIES 2020; DELEGATING AUTHORITY TO CERTAIN OFFICERS FOR THE SALE THEREOF; APPROVING AND AUTHORIZING THE EXECUTION OF A PRIMARY LEASE, AN ANNUAL APPROPRIATION LEASE AGREEMENT AND AN ANNUAL APPROPRIATION TRUST INDENTURE, TOGETHER WITH OTHER RELATED DOCUMENTS; RATIFYING ACTIONS HERETOFORE TAKEN; AND PROVIDING FOR RELATED MATTERS.

Subject: Intent to Reimburse Certain Reimbursable Expenditures for the Community Law Enforcement Facility

To finance the Community Law Enforcement Facility the City intends to issue a tax-exempt obligation in the form of a lease agreement, subject to annual appropriation, or similar obligation, including the issuance and sale of certificates of participation. The City has incurred expenditures and expects to incur further expenditures related to the facility prior to entering into the proposed obligation and the City intends to reimburse itself or be reimbursed for the expenditures with the proceeds of the certificates of participation.

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It was moved by Councilor Smede, seconded by Councilor Dingman, to approve the Resolution and authorize the City's official intent to reimburse certain expenditures relating to the Community Law Enforcement Facility pursuant to Section 1.150-2 Code of Federal Regulations, and give authorization for the Mayor and City Clerk to execute the necessary documents. Roll call as follows: Aye – Councilors Freeman, Smede, Francis, Dingman, Hally. Nay – Councilor Radford. Motion carried.

RESOLUTION NO. 2020-30

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, DECLARING ITS OFFICIAL INTENT TO REIMBURSE CERTAIN REIMBURSABLE EXPENDITURES RELATING TO CERTAIN PROJECTS FROM TAX EXEMPT OBLIGATIONS AND PROVIDING AN EFFECTIVE DATE.

Announcements:

Mayor Casper announced the Salvation Army is offering drive-by meals for Thanksgiving; the tree lighting on November 27 will be virtually via Facebook; and November 28 is Shop Small Saturday. She reminded all individuals to be safe when gathering for Thanksgiving. She expressed her personal gratitude to the Council. Police Chief Bryce Johnson also expressed his appreciation. He stated officers love this City and recognize the complex is a very big deal and the City has the IFPD's commitment to be the best department they can be. He also stated it is the departments' desire to fulfill the social contract in the same manner that the City has chosen to show the IFPD. He reiterated, on behalf of the department, the IFPD is truly grateful.

Adjournment:

There being no further business, the meeting adjourned at 9:00 p.m.

Kathy Hampton, City Clerk

Rebecca L. Noah Casper, Mayor



MEMORANDUM

FROM: Duane A Nelson; Fire Chief
DATE: Tuesday, December 1, 2020
RE: Sole Source Purchase of LIFEPAK 15 V4 Monitor/Defibrillators

Council Action Desired

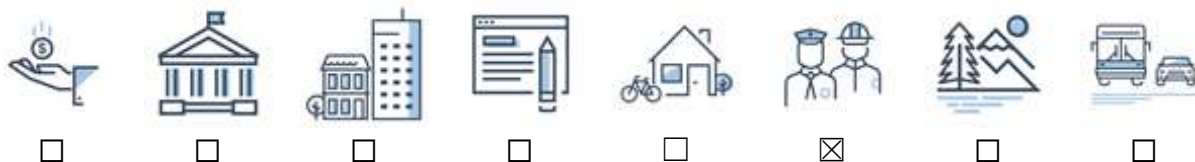
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

That Council declare that “this sole source purchase is based on the compatibility of equipment, components, accessories, computer software, replacement parts, and service with the Fire Department’s existing emergency medical services system hardware and software” and approve the authorization of contingency funds for the sole source purchase of nine LIFEPAK 15 V4 Monitor/Defibrillators and authorize advertisement of the City’s intent to make a sole source procurement following a 14-day period, per Idaho Code §67-2808, and authorize the City to then issue a purchase order to STRYKER for a total of \$216,835.52. (or take other action deemed appropriate).

Description, Background Information & Purpose

Emergency Medical and Advanced Life Support servicers rely on sufficient, adequate and dependable equipment. Cardiac monitor/defibrillators are necessary equipment that allow for immediate assessment of life-threatening cardiac rhythms; immediate intervention with CPR is scientifically proven to increase positive outcomes of cardiac arrest. The purchase of these replacement monitors/defibrillators ensure we remain within industry best practice.

Relevant PBB Results & Department Strategic Plan



The purchase of these LIFEPAK 15 V4 Monitor/Defibrillators supports the safe and secure community-oriented results by enhancing the equipment and readiness of our fire department.

Interdepartmental Coordination

This sole source purchase with use of contingency funds was reviewed by Municipal Services.

Fiscal Impact

This purchase is a cost share between the City and Bonneville County. Bonneville County EMS District has approved to pay \$116,835.52, with City contingency funds to cover the remaining \$100,000.00.

Legal Review

Legal department's review of this sole source purchase is compliant with § 67-2808. Emergency expenditures and sole source expenditures.



Idaho Falls Fire Department - LIFEPAK 15 Refresh

Quote Number: 10206955

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: IDAHO FALLS FIRE STATION 1

Rep: Annie Hofman

Attn:

Email: annie.hofman@stryker.com

Phone Number:

Mobile: (406) 214-9548

Quote Date: 12/02/2020

Delivery Address

Name: IDAHO FALLS FIRE STATION 1

Account #: 1298601

Address: 343 E ST

IDAHO FALLS

Idaho 83402-3676

End User - Shipping - Billing

Name: IDAHO FALLS FIRE STATION 1

Account #: 1298601

Address: 343 E ST

IDAHO FALLS

Idaho 83402-3676

Bill To Account

Name: CITY OF IDAHO FALLS

Account #: 1109975

Address: PO BOX 50220 IDAHO FLS
FIRE DEPARTMENT

IDAHO FALLS

Idaho 83405

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	9	\$20,187.50	\$181,687.50
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	9	\$0.00	\$0.00
3.0	11140-000098	LP15 AC Power Adapter (power cord not included)	9	\$1,290.00	\$11,610.00
4.0	11140-000015	AC power cord	9	\$62.25	\$560.25
5.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	9	\$370.50	\$3,334.50
6.0	11577-000004	Station Battery Charger - For the LP15	4	\$1,470.00	\$5,880.00
7.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	9	\$480.00	\$4,320.00
8.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	9	\$528.75	\$4,758.75
9.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	9	\$54.75	\$492.75
10.0	11160-000011	NIBP Cuff-Reusable, Infant	9	\$17.25	\$155.25
11.0	11160-000013	NIBP Cuff-Reusable, Child	9	\$19.50	\$175.50
12.0	11160-000017	NIBP Cuff -Reusable, Large Adult	9	\$27.00	\$243.00
13.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	9	\$38.25	\$344.25



Idaho Falls Fire Department - LIFEPAK 15 Refresh

Quote Number: 10206955

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: IDAHO FALLS FIRE STATION 1

Rep: Annie Hofman

Attn:

Email: annie.hofman@stryker.com

Phone Number:

Mobile: (406) 214-9548

Quote Date: 12/02/2020

#	Product	Description	Qty	Sell Price	Total
14.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	9	\$252.75	\$2,274.75
15.0	11220-000028	LIFEPAK 15 Carry case top pouch	9	\$45.75	\$411.75
16.0	11260-000039	LIFEPAK 15 Carry case back pouch	9	\$65.25	\$587.25
Equipment Total:					\$216,835.50

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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Price Totals:

Grand Total: \$216,835.50

Comments:

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



MEMORANDUM

FROM: Bryce Johnson, Chief of Police
DATE: Thursday, November 19, 2020
RE: Sole Source Purchase for MOTOROLA Solutions portable radios and vehicle mount mobile repeater

Council Action Desired

- ☐ Ordinance ☐ Resolution ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

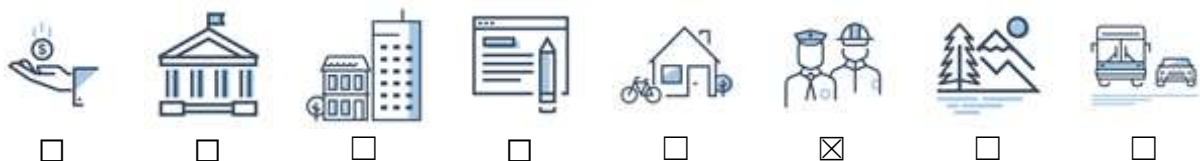
The Idaho Falls Police Department desires that the Council declares that “there is only one source of Radios reasonably available because the paramount consideration for this purchase is the compatibility of equipment, components, accessories, computer software, replacement parts, or service” and authorizes advertisement of the City’s intent to make a sole source procurement following a 14-day period, per Idaho Code §67-2808, and authorizes the City to then issue a purchase order to MOTOROLA Solutions for a total of \$619,250.50 or take other action deemed appropriate.

Description, Background Information & Purpose

On April 7, 2020 Gov. Little signed executive Order 2020-07, establishing a process to allocate Federal coronavirus funding provided through the CARES Act and creating the Coronavirus Financial Advisory Committee (CFAC). Operating expenditures to improve capabilities and compliance with COVID-19 public health and safety precautions are recognized and meet the requirements of eligible expenditures. During the Pandemic the Police Department has determined that effective, reliable communications continue to be a significant department need. Purchase of these radios will ensure that our Police Department can directly communicate with our Fire and EMS responders within our city and response areas and allow our agencies to align with secure P25 compatibility for the first time. It will allow our personnel to have critical communications about the conditions of a patient or suspect over an encrypted and discreet network. This will help preserve patient confidentiality while still sharing the vital information necessary for all of our responders. Encryption also will allow for Fire/EMS personnel to communicate COVID risk without the risk of patient information being accessed by radio scanners. This purchase will also help us ensure industry best practices for safety, hygiene, and health because it allows our agency to provide each police officer with an individual radio to prevent cross contamination during use. The models that we’ve selected are able to be repeatedly de-contaminated through a variety of methods with no loss of functionality. This new

system allows for the creation of talk groups so that meetings that would otherwise have to be held face-to-face could then be held remotely over the radio to allow for social distancing and to conserve our limited PPE supply. This will reduce the risk of COVID 19 spreading from one police shift to another without reducing their information exchanges and productivity. This purchase will take place as soon as it has been approved by the State and City Council.

Relevant PBB Results & Department Strategic Plan



The purchase of these radios and mobile repeater supports the safe and secure community-oriented results by enhancing the equipment and readiness of our Police Department and personnel.

Interdepartmental Coordination

The Police Department worked closely with Municipal Services to secure available CARES Act funds to make this purchase possible.

Fiscal Impact

This purchase will be funded with available CARES Act funds.

Legal Review

Legal department's review of this sole source purchase is compliant with § 67-2808. Emergency expenditures and sole source expenditures.

CARES Act Grant Communications Equipment

Line #	Quote#	Item #	Description	Sale Price	QTY	Sub Total
		APX™ 6000 Series	APX 6000			
1	1350558	H98UCF9W6BN	APX6000 700/800 Model 2.5 Portable	\$2,208.98	110	\$242,987.80
1a	1350558	H869BZ	ENH:MULTIKEY	\$240.90	110	\$26,499.00
1b	1350558	QA0557OAA	ALT:LI-ION IMPRESS 2 IP68 3400 MAH	\$73.00	110	\$8,030.00
1c	1350558	Q361AR	ADD:P25 9600 BAUD TRUNKING	\$219.00	110	\$24,090.00
1d	1350558	Q58AL	ADD:3YESSENTIAL SERVICE	\$115.00	110	\$12,650.00
1e	1350558	H38bt	ADD:SMARTZONE OPWERATION	\$876.00	110	\$96,360.00
1f	1350558	Q806BM	ADD: ASTRO DUGUTAL CAU OPERATION	\$375.95	110	\$41,354.50
1g	1350558	QA 00631AB	ADD:DVRS PSU ACTIVATION	\$73.00	110	\$8,030.00
1h	1350558	H1122BR	ALT:1/4 WAVE 7/8 Stubby (NAR6595)	\$17.52	110	\$1,927.20
1i	1350558	Q629AK	ENH:AES ENCRYPTION AND ADP	\$346.75	110	\$38,142.50
2	1350558	PMNN4486A	BATT IMPRES 2 LIION R IP 673400T	\$118.99	110	\$13,088.90
3	1350558	LSV00Q00202A	Device Programming	\$200.00	110	\$22,000.00

4	1350558	RLN6554A	APX WIRELESS RSM W/DUC US/NA/JP/TW	\$219.00	110	\$24,090.00
5	1350558	NNTN8860A	CHARGER, SINGLE-UNIT IMPRES 2, 3A, 115VAC, US/NA	\$120.45	110	\$13,249.50
6	1350558	PMNNA4461A	BATT STD LIION 1800T	\$47.45	110	\$5,219.50
1	1351837	NNTN7624C	CHARGER, CHR IMP VEH EXT NA/EU/KIT	\$344.56	110	\$37,901.60
	Internet Quote	M-A6000	Porta Clip Belt Holder	33.00	110	\$3630.00
Grand Total						\$619,250.50



QUOTE-1350558
APX6000 Portable Radios

Billing Address:
IDAHO FALLS FIRE
DEPARTMENT
605 N. Capital
Idaho Falls, Idaho 83405
USA

Shipping Address:
Day Wireless Systems
2420 S. Yellowstone Hwy
Idaho Falls, Idaho 83402
USA

Quote Date:10/10/2020
Expiration Date:01/08/2021
Quote Created By:
Henry Johnson
Zone Sales Manager
hjohnson@daywireless.com
208-626-1929

End Customer:
IDAHO FALLS POLICE DEPARTMENT
William Squires
wsquires@idahofallsidaho.gov
208-612-8665

Contract: 19860 - NASPO
Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	1	\$3,026.00	\$2,208.98	\$2,208.98
1a	H869BZ	ENH: MULTIKEY	1	\$330.00	\$240.90	\$240.90
1b	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	1	\$100.00	\$73.00	\$73.00
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	1	\$300.00	\$219.00	\$219.00
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1	\$115.00	\$115.00	\$115.00
1e	H38BT	ADD: SMARTZONE OPERATION	1	\$1,200.00	\$876.00	\$876.00
1f	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1	\$515.00	\$375.95	\$375.95
1g	QA00631AB	ADD: DVRS PSU ACTIVATION	1	\$100.00	\$73.00	\$73.00
1h	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	1	\$24.00	\$17.52	\$17.52
1i	Q629AK	ENH: AES ENCRYPTION AND ADP	1	\$475.00	\$346.75	\$346.75



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	1	\$163.00	\$118.99	\$118.99
3	LSV00Q00202A	DEVICE PROGRAMMING	1	\$200.00	\$200.00	\$200.00
4	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW	1	\$300.00	\$219.00	\$219.00
5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	\$165.00	\$120.45	\$120.45
6	PMNN4461A	BATT STD LIION 1800T	1	\$65.00	\$47.45	\$47.45

Grand Total

\$5,251.99(USD)

Notes:

- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



QUOTE-1351837
APX6000 Vehicular Charger

Billing Address:
IDAHO FALLS FIRE
DEPARTMENT
605 N. Capital
Idaho Falls, Idaho 83405
USA

Shipping Address:
Day Wireless Systems
2420 S. Yellowstone Hwy
Idaho Falls, Idaho 83402
USA

Quote Date:10/13/2020
Expiration Date:01/11/2021
Quote Created By:
Henry Johnson
Zone Sales Manager
hjohnson@daywireless.com
208-626-1929

End Customer:
IDAHO FALLS POLICE DEPARTMENT
William Squires
wsquires@idahofallsidaho.gov
208-612-8665

Contract: NASPO ValuePoint
Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	NNTN7624C	CHARGER,CHR IMP VEH EXT NA/EU KIT	1	\$472.00	\$344.56	\$344.56

Grand Total

\$344.56(USD)

Notes:

- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



1-800-346-3174

SEARCH

GENERAL ELECTRIC | JOHNSON | KENWOOD | MOTOROLA | RCA | STANDARD | UNIDEN FORCE | ADDITIONAL BRANDS

CATEGORIES

[GENERAL ELECTRIC](#)[JOHNSON](#)[KENWOOD](#)[MOTOROLA](#)[RCA](#)[STANDARD](#)[UNIDEN FORCE](#)[ADDITIONAL BRANDS](#)[HOME](#) » [MOTOROLA](#) » [APX6000 WITH BATTERY PMNN4485A \(MOTOROLA\)](#)

APX6000 WITH BATTERY PMNN4485A (MOTOROLA)

**Product Code:** M-A6000**Availability:** In Stock**Price:** \$33.00Qty: [Add to Cart](#)

DESCRIPTION

The Porta-Clip® radio holder for your APX6000 with battery PMNN4485A will not only save you time and money, it will also give you improved efficiency in the field and reduced or eliminated dropped radio damage. It securely holds your radio, while allowing easy access. Other products are expensive, cumbersome, and wear out quickly. The Porta-Clip® is made of lightweight 20 gauge steel with a baked nylon coating. It is designed to fit your radio with a precision hold while still giving you complete functionality. It will outlast and outperform our competitors' leather and plastic holsters.

Tags: [Motorola](#), [APX6000](#), [PMNN4485A](#), [Porta Clip](#)

INFORMATION

[PRIVACY POLICY](#)[ABOUT US](#)[TERMS OF USE](#)

CUSTOMER SERVICE

[CONTACT US](#)[RETURNS](#)[SITE MAP](#)

MY ACCOUNT

[MY ACCOUNT](#)[ORDER HISTORY](#)[NEWSLETTER](#)



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Thursday, December 3, 2020

RE: Resolution to Approve A Direct Loan to Idaho Falls Regional Airport

Council Action Desired

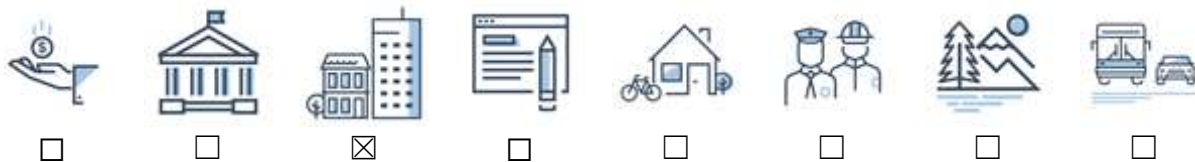
- ☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc)

Approve the resolution to provide a direct loan to the Idaho Falls Regional Airport for a total of \$8M for the purpose of land acquisition and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Resolution 2020-27 approved the Inter-Departmental Direct Loan Policy. Upon request from Idaho Falls Regional Airport Director Cloutier, the Loan committee reviewed the request for a direct loan for \$8M to fund land acquisition for the Idaho Falls Regional Airport. Funds will be reimbursed by Federal Aviation Administration (FAA) within the federal fiscal year 2021/22. As part of the FAA grant policies, interest and fees are eligible for reimbursement.

Relevant PBB Results & Department Strategic Plan



The approval of a direct loan for the Idaho Falls Regional Airport supports the well-planned growth and development community-oriented result by planning for long-term regional transportation planning and program implementation.

Interdepartmental Coordination

The Inter-Departmental Loan committee reviewed the direct loan request pursuant to resolution 2020-27.

Fiscal Impact

The Idaho Falls Regional Airport has agreed to repay the loan over a 2-year period with a 2% fixed interest rate.

Legal Review

Legal has reviewed and concurs the Council action desired is within State Statute and the Inter-Departmental Direct Loan Resolution and Policy.

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING AND MEMORIALIZING A LOAN BETWEEN INTERNAL CITY FUNDS TO FINANCE ACQUISITION OF REAL PROPERTY IN ORDER TO MEET COMPLIANCE AND GRANT ASSURANCE REQUIREMENTS WITH THE FEDERAL AVIATION ADMINISTRATION TO SUPPORT THE IDAHO FALLS REGIONAL AIRPORT; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, commercial air flights has flown in and out of the location currently occupied by the Idaho Falls Regional Airport (IFRA) since the mid 1930's; and

WHEREAS, the Airport is a vital part of economic development and provides easy access to and from the City, County, and region; and

WHEREAS, IFRA has agreement with the Federal Aviation Administration (FAA) to supplement the land area around the Airport and to fund the acquisition of real property; and

WHEREAS, the City intends to acquire real property adjacent to the Airport and the FAA will reimburse the City as federal funds become available; and

WHEREAS, the estimated cost of the acquisition of the real property that the FAA will reimburse will be approximately eight million dollars (\$8,000,000); and

WHEREAS, Council finds that using available City funds to advance the IFRA Project is desirable and in the best interest of its citizens and their safety; and

WHEREAS, the City has identified one (1) existing and available City fund upon which the City can draw to fund the IFRA project; and

WHEREAS, the fund that meets the conditions set out in Resolution 2020-27 is in the Idaho Falls Power (City Fund No. 64); and

WHEREAS, the Council approves the temporary City fund transfer from Idaho Falls Power fund to the IFRA Fund (No. 60) in the total amount of eight million dollars (\$8,000,000) to be repaid at two percent (2%) interest within two (2) years pursuant to the payback schedule shown in Attachment "A"; and

WHEREAS, Council believes that such internal City fund transfers are secure, financially viable, advisable, and appropriate; and

WHEREAS, Council hereby directs City staff to professionally manage City finances to ensure proper and timely repayment of all temporarily transferred funds according to the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. Upon passage of this Resolution, the amount of eight million dollars (\$8,000,000) from fund Idaho Falls Power (City Fund No. 64) shall be available to draw upon; and
2. The reimbursement payment schedule for the temporary City fund transfer shall as be shown in Attachment "A", made by this reference as part of this Resolution, and be for a term of two (2) years at two percent (2%) rate of interest; and
3. Resolution No. 2017-04 is hereby modified to the extent necessary to effectuate this Resolution and its ends; and
4. The Mayor and City Finance Director, Treasurer, and Controller and other members of City staff are authorized to execute the necessary documents to effectuate this Resolution.

ADOPTED and effective this ____ day of _____ 2020.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING AND MEMORIALIZING A LOAN BETWEEN

INTERNAL CITY FUNDS TO FINANCE ACQUISITION OF REAL PROPERTY IN ORDER TO MEET COMPLIANCE AND GRANT ASSURANCE REQUIREMENTS WITH THE FEDERAL AVIATION ADMINISTRATION TO SUPPORT THE IDAHO FALLS REGIONAL AIRPORT; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.”

Kathy Hampton, City Clerk

(SEAL)

ATTACHMENT "A"

AIRPORT LOAN RESOLUTION

12/02/2020 8:45 PM

Compounding Period: Monthly

Nominal Annual Rate: 2.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/15/2020	8,000,000.00	1		
2	Payment	12/15/2022	8,326,208.96	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/15/2020				8,000,000.00
2020 Totals		0.00	0.00	0.00	
1	12/15/2022	8,326,208.96	326,208.96	8,000,000.00	0.00
2022 Totals		8,326,208.96	326,208.96	8,000,000.00	
Grand Totals		8,326,208.96	326,208.96	8,000,000.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
2.018%	\$326,208.96	\$8,000,000.00	\$8,326,208.96

Compounding Period: Monthly

Nominal Annual Rate: 2.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/15/2020	8,000,000.00	1		
2	Payment	12/15/2022	8,326,208.96	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/15/2020				8,000,000.00
2020 Totals		0.00	0.00	0.00	
1	12/15/2022	8,326,208.96	326,208.96	8,000,000.00	0.00
2022 Totals		8,326,208.96	326,208.96	8,000,000.00	
Grand Totals		8,326,208.96	326,208.96	8,000,000.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
2.018%	\$326,208.96	\$8,000,000.00	\$8,326,208.96



MEMORANDUM

FROM: Pam Alexander, Municipal Services Director

DATE: Thursday, December 3, 2020

RE: Resolution to Approve A Direct Loan to Pinecrest Golf Course

Council Action Desired

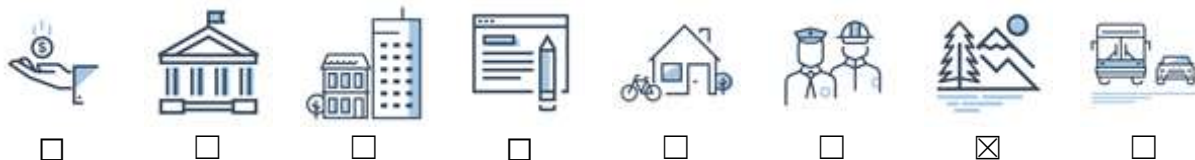
- ☐ Ordinance
 ☒ Resolution
 ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc)

Approve the resolution to provide a direct loan to the Parks and Recreation, Golf Division for a total of \$3M for the purpose of funding the Pinecrest Golf Course Irrigation Water Conservation project and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Resolution 2020-27 approved the Inter-Departmental Direct Loan Policy. Upon request from Parks and Recreation Director Holm, the Loan committee reviewed the request for a direct loan request for \$3M to fund the Pinecrest Golf Course Irrigation Water Conservation project. This project will provide conversion of surface irrigation water from the Idaho Canal to irrigate the golf course and replace the aging irrigation system. Upon completion, this project will restore the potable water supply capacity to our City system during peak usage of approximately 1,500 gallons per minute, providing a lasting benefit to the City.

Relevant PBB Results & Department Strategic Plan



The approval of a direct loan for the Pinecrest water conservation project supports the environmental sustainability community-oriented result by planning for the protection, preservation, and conservation of scarce water resources.

Interdepartmental Coordination

The Inter-Departmental Loan committee reviewed the direct loan request pursuant to resolution 2020-27.

Fiscal Impact

The Parks and Recreation Department, Golf division has agreed to repay the loan over a 10-year period with a 2% fixed interest rate.

Legal Review

Legal has reviewed and concurs the Council action desired is within State Statute and the Inter-Departmental Direct Loan Resolution and Policy.

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING AND MEMORIALIZING A LOAN BETWEEN INTERNAL CITY FUNDS TO FINANCE A POTABLE-TO-IRRIGATION WATER CONVERSION PROJECT AT PINECREST GOLF COURSE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Pinecrest Golf Course was established as Idaho's second 18-hole golf course in 1935 and is one of the jewels of golf courses in Idaho; and

WHEREAS, throughout its long and storied history, Pinecrest Golf Course has utilized potable water for its irrigation system; and

WHEREAS, the City has made great efforts to use its water rights efficiently and responsibly; and

WHEREAS, the City has an opportunity to convert water used at the Pinecrest Golf Course from potable to irrigation water (the "Water Conversion Project"), thus saving its precious potable water for other uses and utilizing its water rights efficiently and responsibly; and

WHEREAS, the Water Conservation Project will save approximately sixty-six million (66,000,000) gallons yearly which provides about two hundred (200) acre-feet toward the City's negotiated water annual mitigation assessment; and

WHEREAS, the estimated cost of the conversion and replacement of the existing Pinecrest irrigation system is estimated to be approximately three million dollars (\$3,000,000); and

WHEREAS, the sooner the Water Conservation Project can be realized, the sooner the use of approximately two hundred (200) acre-feet per year of potable water at Pinecrest Golf Course can be redirected for other, more appropriate uses; and

WHEREAS, Council finds that using currently available City funds to advance the Water Conservation Project is desirable; saves water; supports the City's settlement conditions with the Surface Water Coalition; and utilizes City funds in a predictable and transparent fashion; and

WHEREAS, the City has identified three (3) existing and available City funds upon which the City can draw to finance the Water Conservation Project; and

WHEREAS, Idaho Falls Power, with one of the least expensive electricity rates in the west, is constantly seeking innovative and effective ways to reduce the cost of electricity to its customers; and

WHEREAS, Idaho Falls Power's loan to the Public Works Department Water Division supports savings of electricity realized from the reduction of pump usage in the City's potable water distribution system; and

WHEREAS, one such fund is in the Public Works Department, Water Division (City Fund No. 61); another fund is the City's Municipal Equipment Replacement Fund (MERF) (City Fund No. 14); and the third fund is the Power Conservation Fund (City Fund No. 15); and

WHEREAS, Council approves the temporary fund transfer from the funds described above to the Golf Capital Improvement Fund (No. 51) in the total amount of three million dollars (\$3,000,000) to be repaid at two percent (2%) interest within eleven (11) years pursuant to the payback schedule shown in Attachment "A" of this Resolution; and

WHEREAS, Council believes that such internal City fund transfers are secure, financially viable, advisable, appropriate, and meet the conditions set out in Resolution 2020-27; and

WHEREAS, Council hereby directs City staff to professionally manage City finances to ensure proper and timely repayment of all temporarily transferred funds according to the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

1. Upon approval of this Resolution, monies referenced in this Resolution are available to draw upon, as needed and approved by the Director of the City Municipal Services Department and by the Director of the City Parks and Recreation Department; and
2. The maximum dollar amount to be drawn upon from the Water Division Fund No. 61 is one million dollars (\$1,000,000), which is comprised of five hundred thousand dollars (\$500,000) being passed through the Water Division from the Power Conservation Fund No. 15, and two million dollars (\$2,000,000) from the Municipal Equipment Replacement Fund No. 14 (MERF); and
3. The reimbursement payment schedule for this temporary City fund transfer shall as be shown in Attachment "A", made by this reference as part of this Resolution, and shall be for a term of eleven (11) years at two percent (2%) rate of interest; and
4. Reimbursement pursuant to Attachment "A" to this Resolution shall be made first to the City Public Works Water Division Fund No. 61.
5. Resolution No. 2017-04 is hereby modified to the extent necessary to effectuate this Resolution and its ends; and
6. The Mayor and City Finance Director, Treasurer, Controller, and other members of City staff are authorized to execute the necessary documents to effectuate this Resolution.

ADOPTED and effective this ____ day of _____ 2020.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Resolution entitled, "A RESOLUTION OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING AND MEMORIALIZING A LOAN BETWEEN INTERNAL CITY FUNDS TO FINANCE A POTABLE-TO-IRRIGATION WATER CONVERSION PROJECT AT PINECREST GOLF COURSE; AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW."

Kathy Hampton, City Clerk

(SEAL)

ATTACHMENT "A"
PINECREST IRRIGATION CONVERSION

Compounding Period: Monthly

Nominal Annual Rate: 2.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	01/31/2021	1,750,000.00	1		
2	Loan	07/01/2021	1,250,000.00	1		
3	Payment	08/01/2022	275,000.00	2	Annual	08/01/2023
4	Payment	08/01/2024	295,000.00	2	Annual	08/01/2025
5	Payment	08/01/2026	315,000.00	2	Annual	08/01/2027
6	Payment	08/01/2028	325,000.00	3	Annual	08/01/2030
7	Payment	08/01/2031	350,000.00	1		
8	Payment	08/01/2032	316,041.97	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Loan	Payment	Interest	Principal	Balance
Loan	01/31/2021	1,750,000.00				1,750,000.00
Loan	07/01/2021	1,250,000.00		14,728.72	-14,728.72	3,014,728.72
2021 Totals		3,000,000.00	0.00	14,728.72	-14,728.72	
1	08/01/2022		275,000.00	65,976.32	209,023.68	2,805,705.04
2022 Totals		0.00	275,000.00	65,976.32	209,023.68	
2	08/01/2023		275,000.00	56,631.35	218,368.65	2,587,336.39
2023 Totals		0.00	275,000.00	56,631.35	218,368.65	
3	08/01/2024		295,000.00	52,223.72	242,776.28	2,344,560.11

2024 Totals	0.00	295,000.00	52,223.72	242,776.28	
4 08/01/2025		295,000.00	47,323.44	247,676.56	2,096,883.55
2025 Totals	0.00	295,000.00	47,323.44	247,676.56	
5 08/01/2026		315,000.00	42,324.24	272,675.76	1,824,207.79
2026 Totals	0.00	315,000.00	42,324.24	272,675.76	

ATTACHMENT "A"
PINECREST IRRIGATION CONVERSION

TValue Amortization Schedule - Normal, 365 Day Year

Date	Loan	Payment	Interest	Principal	Balance
6 08/01/2027		315,000.00	36,820.46	278,179.54	1,546,028.25
2027 Totals	0.00	315,000.00	36,820.46	278,179.54	
7 08/01/2028		325,000.00	31,205.58	293,794.42	1,252,233.83
2028 Totals	0.00	325,000.00	31,205.58	293,794.42	
8 08/01/2029		325,000.00	25,275.53	299,724.47	952,509.36
2029 Totals	0.00	325,000.00	25,275.53	299,724.47	
9 08/01/2030		325,000.00	19,225.79	305,774.21	646,735.15
2030 Totals	0.00	325,000.00	19,225.79	305,774.21	
10 08/01/2031		350,000.00	13,053.93	336,946.07	309,789.08
2031 Totals	0.00	350,000.00	13,053.93	336,946.07	
11 08/01/2032		316,041.97	6,252.89	309,789.08	0.00
2032 Totals	0.00	316,041.97	6,252.89	309,789.08	
Grand Totals	3,000,000.00	3,411,041.97	411,041.97	3,000,000.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
2.017%	\$411,041.97	\$3,000,000.00	\$3,411,041.97



MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director

DATE: Thursday, December 3, 2020

RE: Partial Easement Vacations – First Amended Westridge Commercial Plaza, Division 1

Council Action Desired

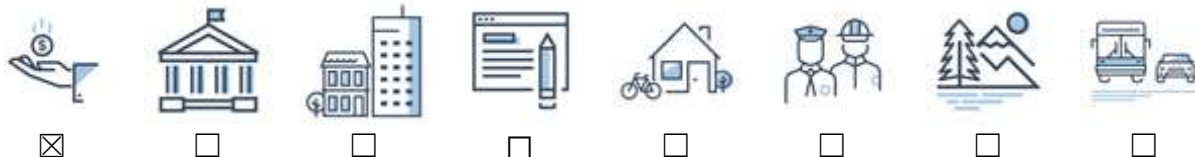
- ☒ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc)

Approval of the Easement Vacation Ordinance under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or approve the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose

Attached for consideration is an ordinance for partial easement vacations, Instruments 1535420 & 1535421, located within the First Amended Plat of Westridge Commercial Plaza, Division 1. These vacations have been requested by the owner, DLR Investments, LLC, for the purpose of better facilitating development of their property.

Relevant PBB Results & Department Strategic Plan



These easement vacations support the community-oriented result of economic growth and vibrancy by allowing property owners to make better use of their property.

Interdepartmental Coordination

Other appropriate departments have reviewed and approved the easement vacation.

Fiscal Impact

N/A

Legal Review

The City Attorney prepared the vacation ordinance.

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF A EASEMENT LOCATED WITHIN THE CITY OF IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED EASEMENT SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the easement described in Section 1 of this Ordinance currently exists within the First Amended Plat of the Westridge Commercial Plaza, Division No. 1, in the City of Idaho Falls, Bonneville County, Idaho, as further described in Section 1 of this Ordinance; and

WHEREAS, the owners have requested that the City vacate certain portions of the easements to better facilitate the development of the property; and

WHEREAS, that all utility providers have agreed and consented to the proposed vacation of the easement; and

WHEREAS, the easement, as currently situated, is no longer needed; and

WHEREAS, it is anticipated that the underlying property owners will dedicate new utility easements as needed or required for building permits in the near future.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

SECTION 1. Vacation. The following portion of the easement that is lying within a portion of the First Amended Plat of Westridge Commercial Plaza, Division No. 1 in the City of Idaho Falls, (Instrument No. 1231671), also being in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho, more specifically described in Exhibit "A" and Exhibit "B," attached hereto, which by reference are made part of this Ordinance as if fully set forth herein.

SECTION 2. Exceptions from Vacation. Vacation of the easement described in Section 1 of this Ordinance shall not include any overlapping easements granted by The First Amended Plat of Westridge Commercial Plaza, Division No. 1, as it is filed with the Office of the Recorder for Bonneville County, Idaho, as instrument number 1231671, nor any franchise rights and utilities, including public utilities, existing as of the effective date of this Ordinance.

SECTION 3. Right-of-Way Vacation. Council deems it expedient for the public good and to be in the best interests of the adjoining properties that the property described in Section 1 of this Ordinance be in the same is hereby vacated in its entirety, and shall revert to property owners as follows:

Vacation of property shall be to DLR Investments, LLC, an Idaho limited liability company, whose mailing address is P.O. Box 51326, Idaho Falls, Idaho 83405-1326.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this ____ day of December 2020.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR
THE VACATION OF A PUBLIC ALLEY LOCATED WITHIN THE CITY OF
IDAHO FALLS AND LEGALLY DESCRIBED IN SECTION 1 OF THIS
ORDINANCE; PROVIDING THAT TITLE TO SAID VACATED ALLEY
SHALL VEST AS SPECIFIED IN SECTION 3 OF THIS ORDINANCE;
PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND
EFFECT FROM AND AFTER PASSAGE, APPROVAL AND PUBLICATION
ACCORDING TO LAW."

Kathy Hampton
City Clerk

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

Lying within a portion of the First Amended Plat of Westridge Commercial Plaza, Division No. 1 in the City of Idaho Falls, (Instrument No. 1231671), also being in the SW ¼ of the NE ¼ of Section 22, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho:

A portion of an existing easement instrument number 1535420, dated August 18th, 2016, described as:

Commencing at the North ¼ corner of said Section 22; thence S.00°11'44"W. along the North-South Center Section line 1769.08 feet; thence S.89°48'16"E. 121.33 feet to the Easterly Rights-of-Way Line of Old Butte Road; said point being the beginning of said existing easement; thence S.89°52'10"E. 228.84 feet to the TRUE POINT OF BEGINNING; running thence S.89°52'10"E. 477.93 feet; thence S.00°17'29"W. 12.00 feet; thence N.89°52'10"W. 477.89 feet; thence N.00°07'50"E. 12.00 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom; any overlapping easements granted by The First Amended Plat of Westridge Commercial Plaza, Division No. 1, as it is filed with the Office of the Recorder for Bonneville County, Idaho, as instrument number 1231671.

Submitted by:

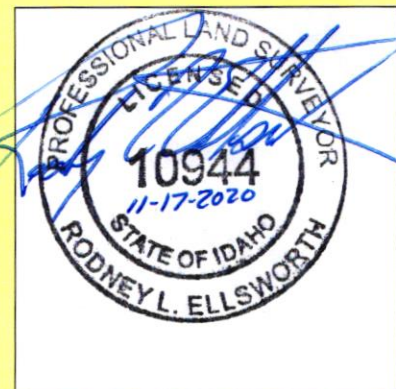
Eng/Survey Firm Name: Ellsworth & Associates, PLLC

Contact Name: Steve Ellsworth

Phone Number: 208-522-5414

Email: Sellsworth@ida.net

PLS Seal:



Page ____ of ____

EXHIBIT **B**

LEGAL DESCRIPTION

Lying within a portion of the First Amended Plat of Westridge Commercial Plaza, Division No. 1 in the City of Idaho Falls, (Instrument No. 1231671), also being in the SW ¼ of the NE ¼ of Section 22, Township 2 North, Range 37 East, B.M., Bonneville County, Idaho:

A portion of an existing easement instrument number 1535421, dated August 18th, 2016, described as:

Commencing at the North ¼ corner of said Section 22, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho; running thence S.00°11'44"W. along the North-South Center Section line 1803.59 feet; thence S.89°48'16"E. 112.19 feet to the beginning of said existing easement; thence N.15°01'17"E. 20.67 feet; thence S.89°52'10"E. 368.89 feet to the TRUE POINT OF BEGINNING; running thence S.89°52'10"E. 341.70; thence S.00°17'29"W. 20.00 feet; thence N.89°52'10"W. 31.36 feet; thence S.00°07'50"W. 8.20 feet; thence N.89°52'10"W. 10.00 feet; thence N.00°07'50"E. 8.20 feet; thence N.89°52'10"W. 300.27 feet; thence N.00°07'50"E. 20.00 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom; any overlapping easements granted by The First Amended Plat of Westridge Commercial Plaza, Division No. 1, as it is filed with the Office of the Recorder for Bonneville County, Idaho, as instrument number 1231671.

Submitted by:

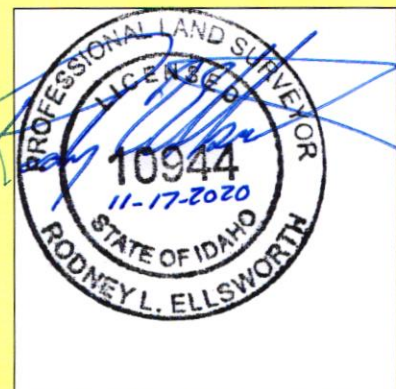
Eng/Survey Firm Name: Ellsworth & Associates, PLLC

Contact Name: Steve Ellsworth

Phone Number: 208-522-5414

Email: Sellsworth@ida.net

PLS Seal:



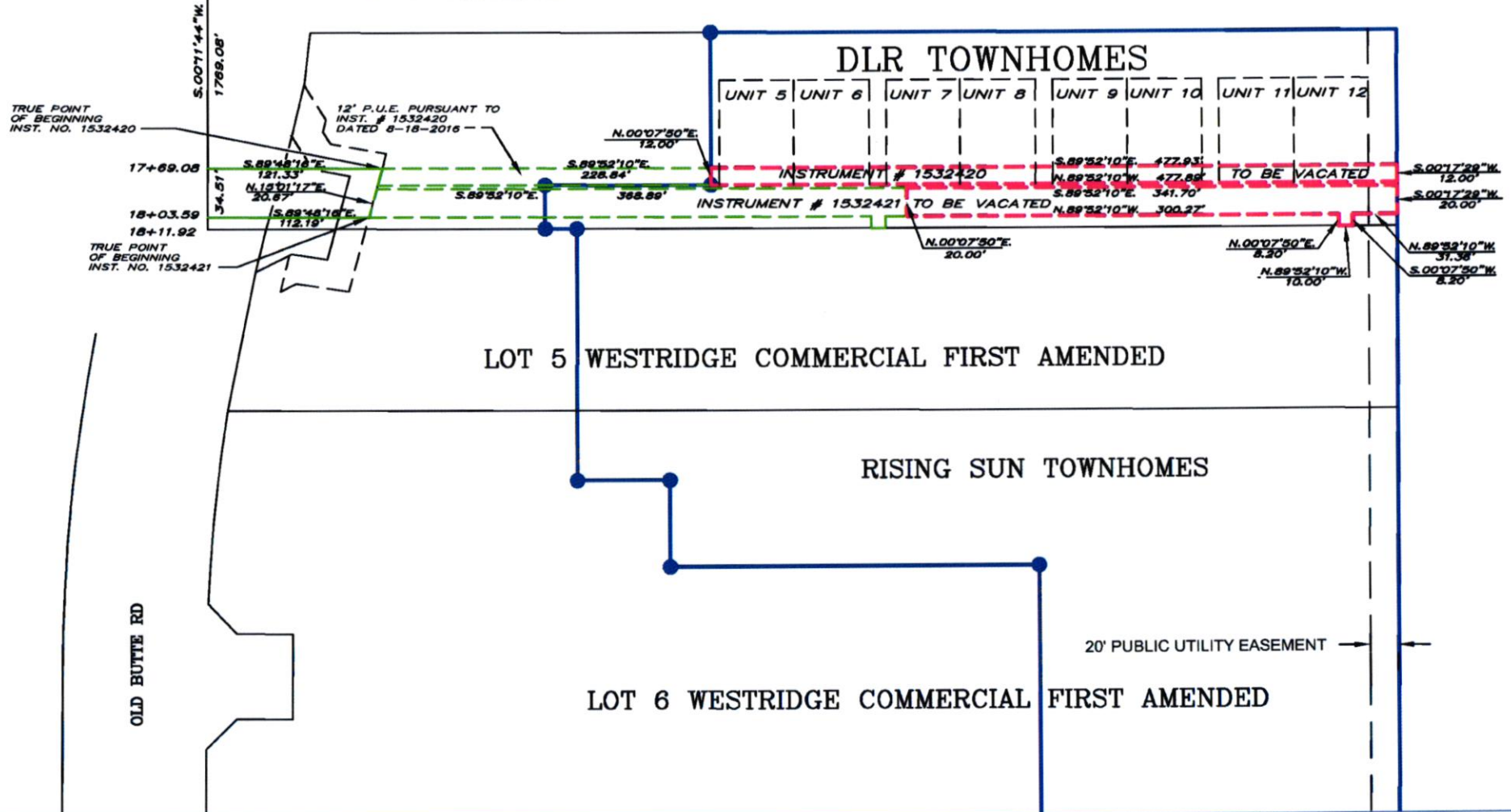
Page ____ of ____

FOUND 5/8" I.R. W/ PLASTIC CAP
STAMPED 1TD L.S. 4734
NORTH 1/4 CORNER SECTION 22
T 2N R. 37E. B.M.
INSTRUMENT # 1658509

FOUND BRASS DISK IN CASING
NORTHEAST CORNER SECTION 22
T 2N R. 37E. B.M.
INSTRUMENT # 1658510

LOT 4, BLOCK 1
FIRST AMENDED PLAT OF
THE WESTRIDGE COMMERCIAL PLAZA,
DIVISION NO. 1

SECTION LINE (BASIS OF BEARING)
CITY OF IDAHO FALLS PRE 2004 COORDINATE SYSTEM
FIRST AMENDED PLAT OF THE WESTRIDGE
COMMERCIAL PLAZA, DIVISION NO. 1





MEMORANDUM

FROM: Chris H Fredericksen, Public Works Director
DATE: Tuesday, December 1, 2020
RE: Agreement for Professional Services for the Design and Construction of the Police Complex Project

Council Action Desired

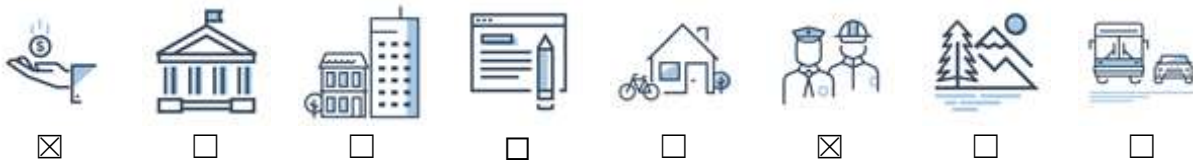
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approval of the agreement with Architectural Design Group (ADG) and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

The purpose of this agreement is to establish a contract with Architectural Design Group (ADG) to provide architectural design and construction services for the Police Complex Project. The proposed contract amount for services to be provided is \$2,405,769.00 with possible additional services in the amount of \$117,663.00, for a total potential contract value of \$2,523,432.00.

Relevant PBB Results & Department Strategic Plan



This agreement supports the community-oriented results of safe and secure community and economic growth and vibrancy by providing for a new Community Law Enforcement Facility intended to meet the needs of the Idaho Falls Police Department for decades to come.

Interdepartmental Coordination

Interdepartmental coordination has taken place with those departments that need to be involved with this agreement.

Fiscal Impact

Sufficient funds have been budgeted and a Certificate of Participation has been approved which will provide adequate funding for this project.

Legal Review

The Agreement was prepared by the Legal Department.

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO PHASE II
CONSTRUCTION OF THE IDAHO FALLS POLICE COMPLEX**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO CONSTRUCTION OF THE IDAHO FALLS POLICE COMPLEX (hereinafter “AGREEMENT”), is made and entered into this ____ day of _____, 2020, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 (hereinafter “CITY”), and Architects Design Group / ADG, Inc, (insert address). (hereinafter “ARCHITECT”).

W I T N E S S E T H:

WHEREAS, CITY desires to build the Idaho Falls Police Complex (the “Project”); and

WHEREAS, CITY has selected ARCHITECT to design the facility; and

WHEREAS, the parties have completed Phase I of the project by conducting a needs assessment, site analysis, conceptual building design, preliminary cost estimates, and presenting a master plan to the City Council; and

WHEREAS, the parties desire to enter in a new agreement for ARCHITECT’s work to complete the Phase II of the Project, the Design Development, Contract Documents, Construction, Closeout, and One Year Warranty Phases of the Project; and

WHEREAS, the parties anticipate that a substantive agreement will be entered into by the parties prior beginning the Design Development, Contract Documents, Construction, Closeout, and One Year Warranty Phases of the Project.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I: PHASE II SCOPE OF WORK

General Description:

The Project is the construction of a new police station complex. Phase II of the Project is generally described as a Detailed Spatial Needs Assessment Update, Site Analysis, Master Planning, Conceptual Building Design, Preliminary Cost Estimate, City Council Presentation, and Design / Engineering and Construction Administration for the City of Idaho Falls Police Department facility.

A. ARCHITECT Phase II Responsibilities:

Phase II: Basic Architectural and Engineering Services:

ARCHITECT's Phase II Basic Services consist of those described in this Agreement and include structural, mechanical, and electrical engineering services.

1. Schematic Design Phase (4 months):

- a.** ARCHITECT shall prepare a preliminary evaluation of CITY's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. ARCHITECT shall notify CITY of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be needed for the Project.
- b.** ARCHITECT shall present its preliminary evaluation to CITY and shall discuss with CITY alternative approaches to design and construction of the Project. ARCHITECT shall reach an understanding with CITY regarding the requirements of the *Project*.
- c.** Based on the Project requirements agreed upon with CITY, ARCHITECT shall prepare and present, for CITY's approval, a preliminary design illustrating the scale and relationship of the Project components.
- d.** Based on CITY's approval of the preliminary design, ARCHITECT shall prepare Schematic Design Documents for CITY's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- e.** ARCHITECT shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with CITY's program, schedule and budget for the Cost of the Work. CITY may obtain more advanced sustainable design services as a Supplemental Service.
- f.** ARCHITECT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with CITY's program, schedule, and budget for the Cost of the Work.

- g. ARCHITECT shall submit to CITY an estimate of probable development costs for the Project.
- h. ARCHITECT shall submit the Schematic Design Documents to CITY, and request CITY's review and approval.

2. Design Development Phase (3 months):

- a. Based on CITY's approval of the Schematic Design Documents, and following CITY's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, ARCHITECT shall prepare Design Development Documents for CITY's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- b. ARCHITECT shall update the estimate of probable development costs.
- c. ARCHITECT shall submit the Design Development Documents to CITY, advise CITY of any adjustments to the estimate of the Cost of the Work, and request CITY's approval.

3. Construction Documents Phase (4-5 months):

- a. Based on CITY's approval of the Design Development Documents, and on CITY's authorization of any adjustments in the Project requirements and the budget for the cost of the Work, ARCHITECT shall prepare Construction Documents for CITY's approval. The term "Work" in this Agreement shall mean all necessary action for the development, construction, renovation, and implementation of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project. CITY and ARCHITECT acknowledge that, in order to perform the Work, the general contractor will

provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which ARCHITECT shall review.

- b. ARCHITECT shall incorporate the design requirements of all governmental authorities having jurisdiction over the Project into the Construction Documents.
- c. During the development of the Construction Documents, ARCHITECT shall assist CITY in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between CITY and the general contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). ARCHITECT shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- d. ARCHITECT shall update the estimate for the Cost of the Work. ARCHITECT shall submit the Construction Documents to CITY, advise CITY of any adjustments to the estimate of the Cost of the Work, and request CITY's approval.

4. Bidding or GMP Coordination (2-3 months)

ARCHITECT shall assist CITY in establishing a list of prospective general contractors. Following CITY's approval of the Construction Documents, ARCHITECT shall assist CITY in (1) obtaining competitive bids; (2) confirming responsiveness of bids; and, (3) assist with preparing and awarding contracts for construction.

5. Construction Administration Services (14 months)

- a. ARCHITECT shall assist CITY with the coordination of the construction process, working closely with CITY's selected builder entity. Services shall include reviews of the proposed construction schedule, providing responses to submitted RFI's (requests for information), reviewing submittals for compliance with the contract documents, reviewing pay applications, and providing a complete facility review to develop a punch list of items to be addressed prior to the issuance of a substantial completion certificate, followed by a final facility review and final completions report.

- b. ARCHITECT shall also assemble the appropriate close-out documents for issuance to CITY's selected builder entity with copies provided to CITY including operations and maintenance manuals, manufacturer contact lists, etc.

6. Post Occupancy/Warranty Inspection (11 months):

Eleven (11) months after first occupancy of the building by CITY, the appropriate ARCHITECT design team members shall conduct a warranty inspection of the building and shall document all systems and elements that need corrective action, on the part of the general contractor. ARCHITECT shall subsequently re-inspect the facility(ies) to establish that noted items have been satisfactorily resolved or if additional work is required on the part of the general contractor.

B. CITY's Phase II Responsibilities:

1. CITY shall submit to ARCHITECT, any existing documentation relative to the proposed site that has been previously identified and investigated; including, but not limited to:
 - a. Aerial maps
 - b. Floodplain maps
 - c. Topographic maps
 - d. Benchmark data
2. CITY shall provide ARCHITECT any existing land development regulations that the Design Team will need to comply with. ARCHITECT shall also research / determine / confirm these regulations as well.
3. CITY shall provide ARCHITECT a list of the existing Permitting Agencies that will be involved in reviewing and/or permitting the Project. ARCHITECT shall also research / determine / confirm these agencies as well.
4. CITY shall provide ARCHITECT with CITY's project management team composition, contact information, and chain of communications command.

C. Additional Services Upon CITY's Request:

ARCHITECT, or ARCHITECT's consultants, shall provide the following additional services if requested by CITY:

1. Interior Design:

Interior design services related to the programming, conceptual design, bidding and supervision of installation of furnishings. Services related to the inventory of existing furnishings and equipment shall be provided billable on an hourly basis. Said services are to be provided only when specifically requested by CITY in writing.

2. Off-Site Civil Engineering:

Upon acceptance of the Conceptual Site Plan, if off-site civil engineering services are required, a scope of work shall be established. Work typically identified as the Scope of Services for Civil Engineering is construction falling outside the property lines or within on-site easements and/or the relocation of existing utilities. The professional fee for such work shall be agreed upon by CITY, ARCHITECT and Civil Engineer based upon a defined Scope of Services.

3. Landscape Architectural Services:

Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by ARCHITECT, to provide the Scope of Services to be defined by the accepted Master Site Plan.

4. Site and Building Identification / Graphic Design:

Provide graphic design services associated with the design and construction administration of building identification, graphics and signage.

5. Permitting Coordination Services:

ARCHITECT shall provide permitting coordination services as follows:

- a. Define all permits and/or review agency requirements and provide a graphic chronological assessment.
- b. Prepare and/or coordinate the permitting applications and make the submittals in a timely manner and in accordance with the schedule to be submitted by ARCHITECT upon execution of this Agreement by CITY.
- c. Monitor the permitting process and provide written progress reports to CITY.

6. Facility Energy Analysis:

ARCHITECT shall so prepare Supplementary Design Documents as to permit the accomplishment of a detailed energy analysis, to be conducted by an appropriate entity with expertise in providing this service. The purpose of the analysis shall be to maximize energy efficient systems, including insulation, fenestration and similar passive energy applications, to the extent allowable by the project construction budget. This is a required service to meet the updated Energy Code Permitting Requirements. This service will also be required if CITY elects to pursue LEED certification for the Project.

7. Facility or Site Model Computer Renderings:

ARCHITECT shall develop up to three (3) computer-generated rendering(s) of the facilities or of the overall Master Plan, illustrating site utilization, building massing, access and egress roadways, parking areas, pedestrian walkways and stormwater retention areas.

8. Special Engineering:

Special Structural Engineering services will be provided by ARCHITECT/Engineer, for site elements outside of the police station complex buildings.

Additional Special Structural Engineering services may also be needed, when authorized by CITY, if unusual site soil or geographic conditions are found to exist. In the event that that an unusual site soil or geographic conditions is found to exist, the parties shall enter into a separate agreement to correct said conditions.

9. Extended Construction Observation:

ARCHITECT shall provide standard construction observation services during the construction phase. As also noted in this Agreement, these services constitute twenty percent (20%) of the value of Basic Services. The Construction Documents shall stipulate the period general contractor for construction, which is anticipated to be fourteen (14) months.

ARCHITECT shall be entitled to Additional Fees if the general contractor exceeds this stipulated period which shall be negotiated with the input of CITY, said fees being a pro-rata monthly fee of the fee allocated for Construction Observation of Phase II. These fees shall be documented in the contract specifications as the responsibility of the general contractor and shall be payable to CITY to reimburse CITY for payments to ARCHITECT.

10. Post Occupancy/Warranty Inspection:

Eleven (11) months after first occupancy of the building by CITY, the appropriate design team members shall conduct a warranty inspection of the building and shall document all systems and elements that are in need of corrective action. ARCHITECT shall subsequently re-inspect the facility(ies) to establish that noted items have been satisfactorily resolved or if additional work is required.

11. Community Outreach Program:

ARCHITECT and its team shall participate in up to three (3) public presentations in a collective effort of engaging the local community at large, if requested by CITY. ARCHITECT will assist with the development of the necessary presentation materials and format and will provide one (1) copy, in both a digital and a hard copy version, to CITY for its records. A minimum of two (2) representatives of the ARCHITECT's team shall participate in each of the requested presentations.

This service, if requested by CITY, shall be included as a part of the Optional Additional Phase II services.

12. Site Surveying Allowance:

ARCHITECT shall obtain the services of a Registered Land Surveyor, acceptable to CITY, for a site boundary and topographic survey for the subject property. This service is provided to CITY with the understanding and agreement that ARCHITECT shall have no liability for said services. The professional fee for this service was included in the Phase I Agreement between CITY and ARCHITECT of this project.

13. Geotechnical Engineering Allowance:

ARCHITECT obtain the services of a Professional Geotechnical Engineering firm for purposes of sub-surface soils investigation, percolation testing, and foundation recommendations. This service is provided to CITY with the understanding and agreement that ARCHITECT shall have no liability for said services. The professional fee will be established based upon a defined Scope of Services. These services will be completed upon final determination / acceptance of the site by CITY.

14. Building Commissioning:

ARCHITECT and its Engineers, if requested by CITY, shall provide complete building commissioning services of the Mechanical, Electrical, and low-voltage systems facility wide including creating a commissioning plan, integrating the commission requirements into project specifications, creating functional test procedures, perform a test and balance verification, and create a training plan. This service shall be provided, upon CITY's

request, at the conclusion of the construction period, and shall include integration testing of building information & communications (ICT) systems with external systems (e.g. commercial telecom services and/or agency owned services).

15. Grants Coordination Assistance:

ARCHITECT and its subconsultants shall work directly with CITY's designated Grant Coordinator to assist with the documentation needed to process any grant awarded to CITY to assist with the cost of the Project.

16. Grants Application:

ARCHITECT, if requested by CITY, shall provide grant preparation services. The professional fee(s) for any grant preparation work shall be established in a separate agreement after identification of a potential grant and/or grants.

17. Additional Construction Observation Services:

CITY may elect to have ARCHITECT provide additional on-site construction observation services in addition to the bi-weekly standard services noted in this AGREEMENT.

18. Audio-Visual Consultant:

ARCHITECT shall obtain the services of an individual/Firm with expertise in audio-visual systems and, based upon a defined scope of work for the Project's audio-visual system's needs, shall provide CITY with a proposed professional fee for the audio-visual system work.

19. Computer Cable System Design Coordination:

ARCHITECT shall meet with CITY's Project Manager and CITY's Information Technology staff and establish the basic guidelines for a computer cable system for the Project and shall subsequently prepare a cable plan with appropriate distribution spaces in the Project.

20. Security Consultant:

ARCHITECT shall obtain the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, and site security systems.

21. Acoustical Engineering:

ARCHITECT shall obtain the services of a qualified Acoustical Engineer for enhancing performance in acoustically demanding environments related to the primary large-scale operational spaces and/or exterior conditions such as the adjacent railroad tracks. These *services* include controlling, isolating, and mitigating structure-borne, equipment-generated, and environmental noise and vibration, if required.

SECTION II: COMPENSATION

A. No Employee Relationship

The contracting parties warrant by their signature that no employer/employee relationship is established between ARCHITECT and CITY by the terms of this Agreement. It is understood by the parties hereto that ARCHITECT is an independent agency and as such neither it nor its members and employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services

Payment for all Phase II services described in this Agreement is provided in accordance with the following anticipated Phase II fee:

Phase II Fee Summary:

Phase II: Basic Architectural/Engineering Services Fee:	\$ 1,913,804.00
Phase II: Required Services:	<u>448,965.00</u>
Phase II Subtotal:.....	\$ 2,362,769.00
Phase II: Reimbursable Expenses:	<u>43,000.00</u>
Phase II Total:	\$ 2,405,769.00
 Phase II: Optional Additional Services:.....	 \$ 117,663.00
(Subject to change based on Optional Additional Services requested)	

Basic Architectural and Engineering Services Fee:

The above Architectural and Engineering Services Fee is calculated upon a total project budget and an estimated construction budget that shall be finalized during the Phase I Preliminary Cost Estimate. The total project budget value shall be established when the Phase I Preliminary Cost Estimate is submitted to CITY for approval. The above Architectural/Engineering Services Fee shall be modified in the event that the Phase I Preliminary Cost Estimate, approved by CITY, differs from the amounts listed in this Agreement. The Architectural and Engineering Services Fee shall be calculated in the following manner:

Building Construction - PD:	\$ 16,979,360.00
Building Construction - Rolling Asset Storage:	\$ 1,516,930.00
Site Development Allowance:	\$ 4,227,335.00
Central Utility Plant Allowance:.....	\$ <u>474,000.00</u>
Total Projected Project "Hard Costs"	\$ 23,197,625.00

Professional Architectural/Engineering "Basic Services" Fees:

\$23,197,625 @ 8.25%	\$ 1,913,804.00
----------------------------	-----------------

Phase II: Additional Services:

Additional Services, consisting of a variety of tasks, are itemized and described in Section I, Paragraph C "Additional Services" of this Agreement. The following is a summary of those additional services and their related professional fee allocation. These additional services fall outside of the "standard Architectural/Engineering services" above.

TASK:

TOTAL FEE:

Required Additional Services:

On-Site Civil Engineering.....	\$ 117,120.00
Landscape Architectural Services (1.3).....	\$ 39,380.00
Site Survey Allowance (1.13) (completed as part of Phase I)	\$ 0.00
Geotechnical Engineering Allowance (1.14).....	\$ 7,000.00
Site and Building Identifications (1.4).....	\$ 10,200.00
Professional Liability Insurance (\$ 2,281,989 @ 4%) (1.5)	\$ 91,280.00
Audio-Visual Consultant (1.21).....	\$ 39,200.00
Cable System Coordination (1.22).....	\$ 20,100.00
Security Consultant (1.23)	\$ 45,400.00
Special Engineering, (sitework structural engineering) (1.9)	\$ 26,785.00
Facility or Site Model / Renderings (1.8)	\$ 7,500.00
• Reimbursable Expenses (printing costs)	\$ 600.00
Post Occupancy/Warranty Inspection (1.11)	\$ 12,800.00
• Reimbursable Expenses.....	\$ 3,000.00
Estimates of Probable Development Costs:	
Schematic Design Phase	\$ 8,600.00
Design Development Phase	\$ 9,800.00
75% Completion	\$ <u>10,200.00</u>
Subtotal: (Subject to change based on Additional Services required)\$	448,965.00

Optional Additional Services:

Interior Design Services (FF&E Coordination): (1.1)	
Est. 45,975 SF @ \$25/SF = \$1,149,375 @ 6%	\$ 68,963.00
Off-Site Civil Engineering (1.2)	\$ TBD
Extended Construction Observation, if needed (1.10).....	\$ TBD
Community Outreach Program (\$2,900/event), if required (1.12)	\$ TBD
Additional Construction Observation Services (see below)	\$ TBD
Record/Conformance As-Designed Drawings (1.19)	\$ TBD
Facility Energy Analysis (1.7)	\$ 26,500.00
Permitting Coordination Services (1.6)	\$ 22,200.00
Acoustical Engineering, if required (1.24)	\$ TBD
Subtotal: (Subject to change based on Additional Services).....	\$ 117,663.00

Additional Construction Observation Services:

As outlined in Section I, Paragraph C “Additional Services” if CITY desires additional Construction Observations Services beyond what is included in the Base Services (bi-weekly attendance at site meetings for a period of 12-14 months), the additional site visits will be calculated as follows:

20 hrs. @ \$102.00/hr. per add. visit.....	\$ 2,040.00*
<u>Reimbursable Expenses</u>	<u>\$ 800.00</u>
Total Cost per additional site visit	\$ 2,840.00

**1 These are hours in addition to those included under “Basic Services”.*

SECTION III: MODIFICATION OF AGREEMENT

A. Termination of Agreement.

This Agreement may be terminated by ARCHITECT upon thirty (30) days written notice to CITY, should CITY fail to substantially perform in accordance with its terms through no fault of ARCHITECT. CITY may terminate this Agreement with thirty (30) days’ notice to ARCHITECT without cause and without further liability to ARCHITECT.

B. Prorated Payment at Termination.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay ARCHITECT for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

C. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

D. Indemnification.

ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of ARCHITECT, or any one to or for whom ARCHITECT is legally liable, in the performance of professional services under this AGREEMENT, to the extent that ARCHITECT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between ARCHITECT and CITY. ARCHITECT shall not be obligated to indemnify CITY for CITY's sole negligence.

E. Insurance.

ARCHITECT shall maintain, during the term of this Agreement, Professional Liability Insurance providing coverage for errors and omissions in the amount of \$2,000,000.00. The Architect shall provide CITY with a certificate showing such coverage and providing that the insurance will not lapse or be canceled except upon thirty (30) days written notice to CITY. As compensation for the cost of such insurance, CITY will pay ARCHITECT a value equating to four (4) percent of the total Architectural and Engineering fee, excluding fees for the Building Program Verification, Master Planning, Preliminary Site Analysis, and Reimbursable Expense Allowance.

F. ARCHITECT'S Additional Insurance.

ARCHITECT shall maintain automobile insurance and statutory Workmen's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim and One Million Dollars (\$1,000,000) aggregate, and ARCHITECT shall cause CITY to be named as an additional insured under said policy.

G. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

H. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

I. Binding of Successors.

CITY and ARCHITECT each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

J. Modification and Assignability of Agreement.

This Agreement contains the entire transaction between the parties concerning the professional services detailed herein, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. ARCHITECT may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

K. Ownership and Publication of Materials.

CITY and ARCHITECT agree that CITY, with this Agreement, acquires the right to use all reports, information, data, and other materials prepared by ARCHITECT pursuant to this Agreement and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this Section shall constrain ARCHITECT from using materials for other trainings or projects with other entities.

L. Non-discrimination.

ARCHITECT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

M. Qualified Estimates of Cost.

The estimates of cost for the Project herein are to be prepared by ARCHITECT through the exercise of its experience and judgment in applying presently available cost data; but it is recognized that ARCHITECT has no control over the cost of labor and materials, or other competitive bidding procedures and market conditions so that they cannot warrant that the Project's actual construction costs will not vary from ARCHITECT's cost estimates as a result of these described factors. Nothing in this section shall serve to release ARCHITECT from exercising the skill, care, and professional judgment exercised by similarly situated professional architects or engineers.

N. Services requiring Supplemental Authorization.

The services outlined hereinafter shall only be provided by ARCHITECT when requested and authorized in writing by CITY. Such authorization shall also state the negotiated amount and method of compensation by CITY. When authorized to proceed, ARCHITECT shall:

1. Re-design any or all the facilities or re-design any component previously approved by CITY.
2. Assist CITY in resolving disputes over claims, bankruptcy, court proceedings, or default of the contractor.
3. Assist CITY as a result of fire, flood, acts of God, and similar causes through no fault of ARCHITECT.
4. Assist or extend services as a result of strikes, walkouts, and other labor disputes; and including acts relating to the settlement of minority group problems.
5. Provide all other specialty consulting or other miscellaneous services not enumerated in this Agreement and as may be required by CITY.
6. Work with an archaeologist as may be required to avoid problems associated with archaeological findings within the Project site.
7. Meet with representatives of the various agencies involved in the Project in excess of meetings stipulated elsewhere in this Agreement when requested to do so by CITY.
8. Assist CITY in the acquisition of rights of way and easements for the Project, and including property surveys and descriptions for design surveying work.
9. Prepare documents for and appear before courts and boards on matters of litigation related to the Project.
10. Provide additional services as may be required in the event of delinquency or insolvency of the contractor, suspension of work, damages to the construction site by fire, flood, or other natural disasters. Provide assistance as may be required in the event of strikes, walkouts, or other acts of trade or labor unions.
11. Provide or assist with boundary and topography survey services.
12. Provide or assist with Geotechnical services.
13. Identify or remove hazardous waste if encountered during the Project.
14. Changes in the Project program requirements, design, scope, schedule, or budget.
15. Rendering or models of the Project, if requested by CITY.
16. Work associated with producing, bidding, and managing separate bid packages.
17. Work associated with traffic studies, counts, and/or lights if required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

ATTEST:


"CITY"

City of Idaho Falls, Idaho

By _____
Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

"ARCHITECT"

By  _____
Rodney McManus, VP of Operations
Architects Design Group, Inc.

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, a municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

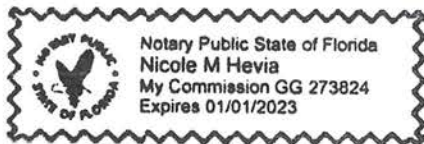
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF FLORIDA)
) ss:
County of Orange)

On this 24th day of November, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rodney McManus, Vice President of Operations for Architects Design Group, known or identified to me and whose name is subscribed to the instrument herein and acknowledged to me that they are authorized to execute the same for and on behalf of ADG, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Nicole M. Hevia



Notary Public of Florida

Residing at: 333 N. Knowles Ave. Winter Park, FL 32789
My Commission Expires: 01/01/2023



MEMORANDUM

FROM: Brad Cramer, Director
DATE: Wednesday, December 2, 2020
RE: Public Hearing for Consideration of Requested CV1 CDBG Activities

Council Action Desired

- ☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc)

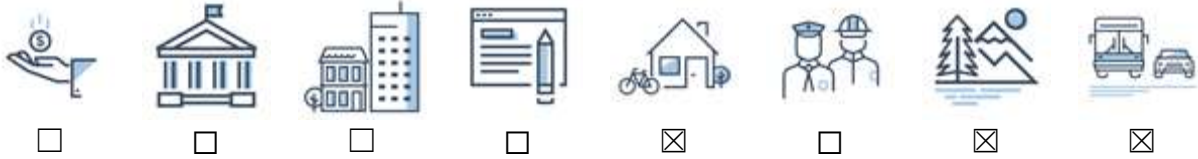
Public Hearing Only. Presenting applications for consideration of CV1 Balance of Funds of \$94,968.80.

Description, Background Information & Purpose

CV1-CDBG CARES Act funds were allocated to entitlement cities in August of 2020 for the purpose of preventing, addressing, and assisting with COVID 19/Infectious Disease. In order to receive CV1-CDBG allocations, the City submitted a Substantial Amendment to their *FY2020 Community Development Block Grant (CDBG) Annual Action and Citizen Participation Plan(s)*. Some HUD guidelines were modified to assist agencies and individuals that have been directly affected by COVID 19. Some changes to current HUD guidelines include: The 15% cap on public services being suspended, 5-day public comment period replacing 30-day public comment period, eliminating in-person public hearings and allowing virtual hearings. New guidelines also allow HUD to waive further program requirements (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment).

The City of Idaho Falls received \$250,072 in the first round of CARES Act funding for FY2020 referred to as CV1-CDBG, a Program made available through Housing and Urban Development (HUD). To date, the City has allocated \$155,303.2 of CV1-CDBG funds toward projects and activities that prevent, address, and assist with COVID 19/Infectious Disease. With the balance of CV1- CDBG funds (\$94,768.8) the City of Idaho Falls issued a Notice to Apply through Nov 22-30, 2020. A public hearing is scheduled for December 10, 2020 to present applications for Council consideration. A 5-day public comment period will run through December 15, 2020, followed by a Council Resolution on December 17, 2020.

Relevant PBB Results & Department Strategic Plan



CV CDBG Funds are used for specific goals established by HUD. These goals are also consistent with goals related to Livable Communities, Sustainability, and Transportation.

Interdepartmental Coordination

NA

Fiscal Impact

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Legal Review

Legal has reviewed the item consistent with applicable law.

Request for Approval of Recommended CV1 CDBG Activities

\$250,072	Original CV1 CDBG allocation
\$130,296.0	Amount Allocated to date
\$94,768.8	*Balance subject to substantial amendment process
\$25,007.2	Balance <i>not subject</i> to substantial amendment process
\$153,303.2	New total amount allocated to date (upon Council/Mayor approval)

*Substantial Amendment triggered when changes in funding are 10% or more than annual block grant allocation to any City Council approved activity.

CV1-CDBG block grant allocation (10% of \$250,072 = \$25,007.2)

Change of \$25,007.2. or less does not trigger a substantial amendment or a public hearing.

\$25,007.2 Request for CV1 CDBG Activities

Fund allowable activities that address an increase in need and do not trigger a substantial amendment or a public hearing:

1. **Community Food Basket Idaho Falls** - Additional **\$4500.00** to cover equipment cost increase from original bid/estimate.
2. **Behavioral Health Crisis Center of Eastern Idaho** - **\$12,905.99** to assist with equipment, PPE, and air purifiers for facility to maintain safe practices/social distancing.
3. **Idaho Legal Aid** - **\$7601.21** allocate a portion to legal assistance for victims of domestic violence due to COVID 19. Annual 2020 CDBG allocation covered April-Aug and cases have increased. Allows for some assistance until CV3-CDBG funds may be considered.

Process to approve above activities:

- 12-7-20** Council Work Session - Provide recommended list of activities to approve;
Allow 5-day public comment and publish Council approved activities;
- 12-17-20** Council Meeting for Resolution;
- 12-18-20** Notify HUD of Council/Mayor approved activities.

CV CDBG Criteria and Selection

Activity/Project has to assist, address, or prevent COVID 19 and infectious diseases.

Reimbursement allowed back to March 2020 if costs were due to COVID 19.

Does not lift requirement applicable to Fair Housing, Non-Discriminations, Labor, and Environment.

City has till Sept 30, 2022 to address COVID 19 needs.

Guidance and webinar training provided by HUD to assist Grantees with new funding and criteria.

One that stood out was presented by Nan Roman, President and CEO of National Alliance to End Homelessness, Wash D.C. Webinar was about using COVID 19 funds to end homelessness

“Because business as usual” doesn’t work in a COVID 19 environment, Roman suggests the following:

- Unsheltered doesn’t work with COVID 19 because they can’t shelter in place or have the means for resources to use safe practices (handwashing, hand sanitizers, masks)
- Spend funds where needed the most
- Spend wisely and address the most vulnerable first (aging, homeless, and disabled)
- Establish strong partnerships with non-housing orgs and agencies.

Plan for Post Pandemic Period: Unemployment, housing needs increase due to not being able to make rent or house payments. *Address the need not the entity*

CV1-CDBG Projects/Activities-Portion of Balance Recommended for Funding

Applicant	Activity/Project	Beneficiaries Low and Moderate Income (LMI) Census Tracts: 9707, 9711, 9712	Amount Requested	Meets CV CDBG Criteria Y/N	Covered with other funding source?
Community Food Basket Idaho Falls/Idaho Falls Soup Kitchen Ariel Jackson, ED	Increase in cost of bid/estimate. Original \$16,000 allocation for commercial gas stove, standing commercial dishwasher, (6) 8 ft. plastic sorting tables, and a 17 ft. utility dump trailer.	Nonprofit agency providing monthly meals to over 1200 families and individuals with food insecurities.	\$4500.00	Yes, agency assists the community with meals and food distribution. Demand has seen a significant increase due to COVID 19 epidemic during the stay home order.	Agency depends on fundraising and donations with some access to grants. Sudden increase of needs and capacity to continue serving the community requires financial assistance.
Behavioral Health Center of Eastern Idaho Elizabeth Yanez, BHCC Director	Assist with cost to maintain a sanitized facility with PPE, equipment, and air purifiers. Assistance will help facility maintain safe practices and social distancing due to an increase in facility needs as a result of the COVID 19 pandemic.	Non-profit agency providing temporary facility and assessments for homeless individuals caused by drug or alcohol addiction or a mental health crisis.	\$12,905.99	Yes, agency assists the community with specific health crisis needs at their facility. Facility has assisted over 800 clients between April and July of this year during COVID 19 pandemic and stay home order.	Agency depends on fundraising and donations with some access to grants. Needs increased suddenly and capacity to continue serving the community requires financial assistance with needed equipment.
Idaho Legal Aid Jake Workman, ED	Legal assistance to victims of domestic violence experiencing an increase in services due to the COVID 19 pandemic. Amount is a portion of request. Balance request to be considered with CV3 CDBG applications.	Nonprofit agency providing legal assistance to LMI individuals.	\$7601.21	Yes, agency assists LMI community with legal assistance such as protection orders and custody cases due to the COVID 19 Pandemic and stay home order.	Agency depends on fundraising and limited access to grants. Financial assistance is needed to meet an increase in legal assistance for the LMI community.
		Total Request	\$25,072		



MEMORANDUM

FROM: Brad Cramer, Director
DATE: Wednesday, December 2, 2020
RE: Public Hearing for Consideration of Requested CV3 CDBG Activities

Council Action Desired

- ☐ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc)

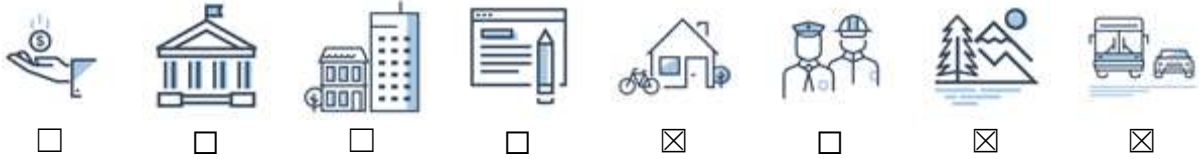
Public Hearing only. Presenting applications for consideration of CV3-CDBG funds of \$257,585.00.

Description, Background Information & Purpose

CV3-CDBG CARES Act funds were allocated to entitlement cities in September of 2020 for the purpose of preventing, addressing, and assisting with COVID 19/Infectious Disease. In order to receive CV3-CDBG allocations, the City will submit a Substantial Amendment to their *FY2020 Community Development Block Grant (CDBG) Annual Action Plan*. Some HUD guidelines were modified to assist agencies and individuals that have been directly affected by COVID 19. Some changes to current HUD guidelines include: The 15% cap on public services being suspended, 5-day public comment period replacing 30-day public comment period, eliminating in-person public hearings and allowing virtual hearings. New guidelines also allow HUD to waive further program requirements (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment).

The City of Idaho Falls is expecting to receive \$257,585 in a third round of CARES Act funding for FY2020 referred to as CV3-CDBG, a Program made available through Housing and Urban Development (HUD). The City of Idaho Falls issued a Notice to Apply on Nov 22-30, 2020. A public hearing is scheduled for December 10, 2020 to present applications for Council consideration. A 5-day public comment period will run through December 15, 2020, followed by a Council Resolution on December 17, 2020.

Relevant PBB Results & Department Strategic Plan



CV CDBG Funds are used for specific goals established by HUD. These goals are also consistent with goals related to Livable Communities, Sustainability, and Transportation.

Interdepartmental Coordination

NA

Fiscal Impact

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Legal Review

Legal has reviewed the item consistent with applicable law.



***Community Development Block Grant CDBG
Housing and Urban Development (HUD)***

**City of Idaho Falls
WEBEX Public Hearing
*Draft***

**FY2020 Amendment to
CDBG Annual Action Plan for
CV1-Balance and New CV3-CDBG Allocation**

December 10, 2020 7:30 p.m.

Council Chambers - City Annex Bldg. - 680 Park Ave Idaho Falls, ID 83402



Timeline and Status of CARES Act, CV1, CV3 CDBG

- 3-27-20** President signs CARES Act Coronavirus Aid, Relief, & Economic Security Act;
- 8-20-20** City amends 2020 CDBG AAP to receive allocation of \$250,072 (CV1-CDBG);
- 9-11-20** HUD announces additional funds to be allocated to entitlement cities \$257,585 (CV3-CDBG).

City initiates the process to receive additional CARES Act funds and prepares PY2020 Substantial Amendment(s) for:

CV1-CDBG balance (\$94,768.8) amount requiring substantial amendment.
CV3-CDBG new allocation of \$257,585 requires a substantial amendment.

Schedule as of tonight's Public Hearing:

- 11/22/20 - 11/30/20** City advertises (2) new notices to apply:
CV1-CDBG balance and new CV3-CDBG);
- 12/1/20 -12/9/20** Applications reviewed for eligibility/criteria;
- 12/10/20** Virtual Public Hearing of applications and process;
- 12/10/20 - 12/16/20** Five-day public comment to consider comments
- 12/17/20** Council Meeting for Resolution;
- 12/18/20 to 12/22/20** Submit amendment(s) to HUD for final approval.

Overview of CARES Act applicable to CDBG Programs

CDBG - \$5 billion - Prevent, prepare for and respond to the coronavirus

Provisions Related to the \$5 Billion CDBG Allocation:

- Submission of FY19 and FY20 con plan/action plans extended (**Due date August 16, 2021**).
- Suspends 15% cap on public services, including FY19 and FY20 CDBG funds.
- 5-day public comment period.
- Eliminates in-person public hearings (allows virtual hearings).
- Suspends in-person public hearings; allows grantees the option of holding virtual hearings.
- Allows HUD to waive further program requirements (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment).

Distribution of Funds

- **\$2 billion** to states/local governments. Regular formula (70% entitlement communities and 30% States). HUD must allocate funds within 30 days of enactment of bill. All grantees that received a CDBG allocation in FY20 will receive this funding. **(CV1-CDBG Entitlement Cities)**
- **\$1 billion** to states via new formula (public health needs, risk of transmission of coronavirus, number of coronavirus cases compared to the national average, economic and housing market disruptions, and other factors determined by HUD). States allocate to entitlement/non entitlement communities. HUD must allocate within 30 days of enactment of bill. **(CV2-CDBG States)**
- **\$2 billion** direct to states/local governments via new formula to be developed by HUD (prioritizing risk of transmission of coronavirus, number of coronavirus cases compared to the national average, and economic and housing market disruption resulting from coronavirus). Funds used to cover/reimburse allowable costs incurred by a state or locality regardless of the date on which the costs were incurred. Allocations will be made on a rolling basis. **(CV3-CDBG Entitlement Cities)**

CARES Act applicable to additional CDBG/HUD funded Programs

- Emergency Solutions Grant Program;
- Housing Opportunities for Persons with AIDS (HOPWA);
- Tenant-Based Rental Assistance (TBRA);
- Project-Based Rental Assistance;
- Public Housing;
- Housing for the Elderly (Section 202) Program;
- Housing for the Elderly (Section 811) Program;
- Foreclosure/Eviction Moratorium/Forbearance on Federally Back Mortgages FOR: Single-Family mortgage foreclosure moratorium and forbearance;
Multi-family mortgage foreclosure forbearance;
- Temporary moratorium on eviction filings (HOME and HOPWA Projects Included).

PY2020 CDBG /CV1/CV3 Allocations Received from HUD

HUD/CDBG Funds

PY2020 Annual Action Plan:	Annual funds received \$425,099
Amendment to PY2020 Plan:	CV1-CDBG \$250,072
Amendment to PY2020 Plan:	CV3-CDBG \$257,585 to be received from HUD

CDBG and CARES Act Fund received to date:

2004 to 2020 \$6,670,335

2020 CV1/CV3 \$507,657

Total \$7,177,992

CDBG Program/CARES Act Criteria

All Projects/Activities

Must meet 1 of 3 National Objectives (HUD)

-Benefit Low/Moderate Income clients (LMI)

FY 2020 - Bonneville County - Low 80% with income < \$56,400 (family of 4)

-Prevent/Eliminate conditions of Slum and Blight

-Meet an Urgent Need

Must be a HUD Eligible Activity and prevents, assist, and address COVID 19 and Infectious Disease

-Construction, rehab, repurpose of public infrastructure or facilities;

-Housing, acquisition, clearance, and disposition of property;

-Job retention, retraining and creation for LMI workers;

-Assist hard hit industries: the arts, entertainment, and service industries.

-Assist victims of domestic violence with legal aid assistance;

- Assist with food insecurities or assist with cost of equipment for a soup kitchen or assist a Senior Center with home delivered meals;

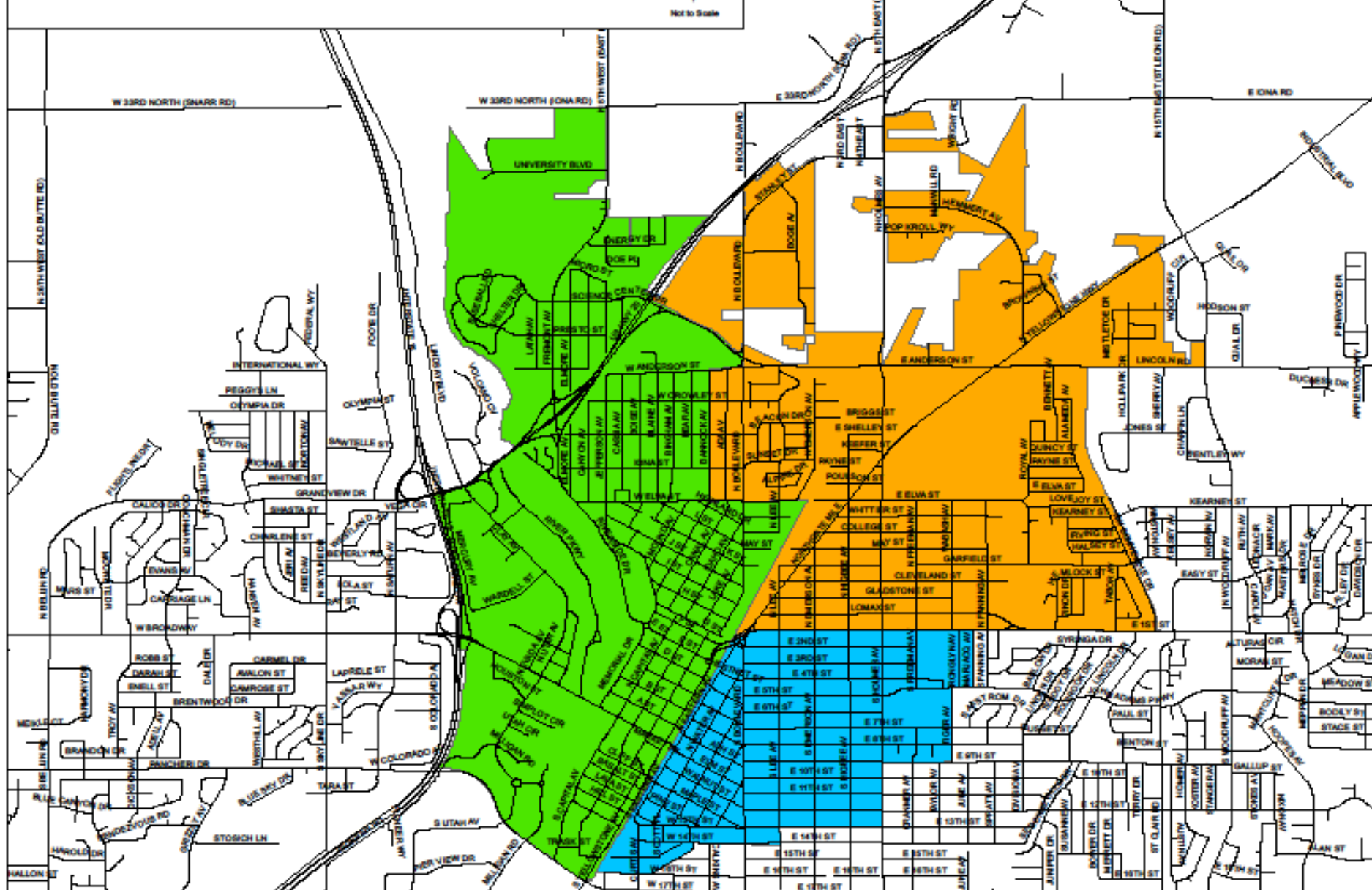
- Assist local homeless shelters with PPE/equipment or case management for intake

Additional Criteria

-Must not create a Duplication of Benefit (no double dipping)

-Final approval of HUD.

LMI Neighborhoods (Census Tracts)



<i>PY2020 CV1-CDBG Applicants Balance of CV1-CDBG funds \$94,768.8</i>	<i>Activity/Project Description</i>	<i>Amount Requested</i>
Idaho Legal Aid - Idaho Falls	Balance of CV1-CDBG not needing a substantial amendment. Legal assistance for victims of domestic violence due to increase in need as a result of COVID 19.	\$4398.79
Behavioral Health Crisis Center of Eastern Idaho	Commercial washing machine, high capacity sanitizing dryer, air purifiers, and PPE to wipe all surfaces at the crisis center/shelter.	\$12,905.99
Idaho Falls Arts Council	Audio visual equipment and production equipment to provide a seamless delivery of high quality performance.	\$43,593
Administration of CDBG and CV1/CV3 Program funds	20% of \$94,768.8 to be used for admin, plan development, and salary and benefits.	\$18,000
	Total Amount of Applications	\$78,897.78

<i>PY2020 CV3-CDBG Applicants</i>	<i>Activity/Project Description</i>	<i>Amount Requested</i>
H4HIF	Mortgage assistance to LMI homeowners.	\$4149.74
IFSCCC	Assistance with food cost increases to run meals on wheels from 11-1-20 thru 10-31-21.	\$12,000
IF Community Food Basket	Replace food prep/serve counter that serves patrons and repave driving surface of warehouse lot.	\$40,000
Trinity United Methodist Church	Food and kitchen supplies needed to assist homeless. COVID-19 related disinfecting and cleaning of all restrooms and shower areas. Door greeter LMI income to educate and enforce mask usage.	\$24,078
IF Arts Council	Utility costs from 11-1-20 thru 3-31-21(estimate at \$21,200). Payroll for (10) full and part time positions for two pay periods (estimate at \$28,800).	\$50,000
Municipal Services and CDC	Skyline Activity Center - Repurpose Project. ADA Accessible Multi-Purpose Community Facility. Repurpose facility to provide a space to receive, store, and administer COVID-19 immunizations to most vulnerable: seniors/disabled citizens with underlying health conditions, homeless individuals working through housing provider agencies that are part of the Region 6 Housing Coalition. Includes front line workers and responders.	\$100,000
Plays it Forward, Inc.	Audio visual equipment, technical services, space, and artist fees to provide weekly mental health education along with entertainment to the community.	\$25,000
Administration of CDBG Program	Assist with 5 Year CDBG Plan Development, and allowable staff salary and benefit costs.	\$25,000
	Total Amount of Applications	\$280,227.74

Schedule as of tonight's Public Hearing

- 11/22/20 - 11/30/20** City advertises (2) new notices to apply: CV1-CDBG balance/new CV3-CDBG;
- 12/1/20 -12/9/20** Applications reviewed for eligibility and criteria;
- 12/10/20** Virtual Public Hearing of applications and process;
- 12/10/20-12/16/20** Five-day public comment to consider comments;
- 12/17/20** Council Meeting for Resolution;
- 12/18/20 - 12/22/20** Submit amendment(s) to HUD for final approval.

PY2020 CV1/CV3-CDBG Schedule
After funds approved by HUD

Dec/Jan, 2020/21

**Funding committed to approved applicants/projects
once City completes:**

Environmental review;

Signed Agreement (with Scope of Work and regulatory
requirements) between City and responsible entity.

***Start date begins upon signed Agreement between
City and responsible entity***



Comments/Questions

Please email comments/questions to

Lisa Farris, Grant Administrator

City Annex Bldg. 680 Park Ave Idaho Falls, ID 83405

LFarris@idahofallsidaho.gov

Visit City CDBG webpage at link below:

<https://www.idahofallsidaho.gov/299/Community-Development-Block-Grant>





MEMORANDUM

FROM: Brad Cramer, Director
DATE: Wednesday, December 2, 2020
RE: 2018 I-Codes Adoption

Council Action Desired

- ☒ Ordinance ☐ Resolution ☒ Public Hearing
☐ Other Action (Approval, Authorization, Ratification, etc)

Approve the Ordinance adopting the 2018-I Codes with State and City of Idaho Falls amendments, under the suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose

Adoption of the 2018 I-Codes is required in accordance with the Idaho State Building Board, as published in Idaho Statute, Title 39, Chapter 41 of the Idaho Building Code Act, Idaho Code 39-4109 for local government adoption and enforcement of building codes and in IDAPA 24.39.30, "Rules of Building Safety," and Division of Building Safety.

The effective date for State implementation is January 1, 2021 and the updated codes are as follows:

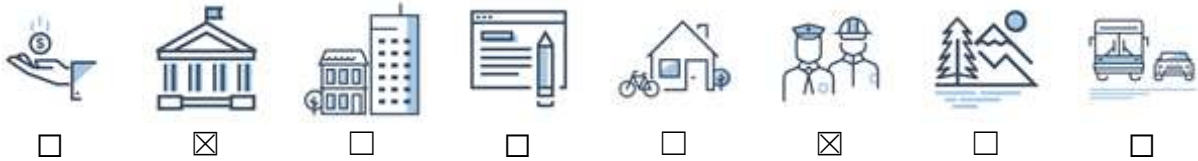
2018 International Building Code
2018 International Residential Code
2018 International Existing Building Code
2018 International Energy Conservation Code

Other Codes to be adopted are:

2017 Idaho (Uniform) Plumbing Code
2018 International Property Maintenance Code
2018 Fuel and Gas Code
2018 Mechanical Code

Attached are the amendments by the Idaho Falls Building Department and those amendments as required by IDAPA 24.39.30.

Relevant PBB Results & Department Strategic Plan



Adoption of the Codes is required by State Code and provide for safe construction practices in the community. This is consistent with goals for Good Governance and Safe Communities.

Interdepartmental Coordination

NA

Fiscal Impact

NA

Legal Review

This ordinance has been reviewed by Legal pursuant to applicable law.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING TITLE 7 TO ADOPT AND AMEND THE 2018 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL ENERGY CONSERVATION CODE; AND TO ADOPT AND AMEND THE 2015 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE

WHEREAS, various uniform international codes have been adopted by the State that regulate structures and structural components; and

WHEREAS, such codes are adopted to promote safety by requiring that certain building and maintenance standards be applied to habitable structures; and

WHEREAS, the State allows municipalities to make certain limited amendments to such codes in order to accommodate local conditions and concerns as long as such local amendments are equivalent to or at least as stringent as State Code provisions; and

WHEREAS, City staff has reviewed the currently adopted uniform international State Codes, along with the State's amendments to such Codes and recommends, by the Ordinance, certain further, local amendments; and

WHEREAS, City Code amendments contained herein are necessary, are based upon local needs and desires, conform with the purposes and aims of the relevant State Codes, as amended, and are equivalent or at least as stringent as their companion State Codes; and

WHEREAS, the adoption of these local amendments is in the best interest of the community served by the City Codes referenced herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1. Title 7, Chapter 1, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

7-1-1: INTERNATIONAL BUILDING CODE ADOPTED:

(A) International Building Code Adopted: The International Building Code, 201~~8~~⁵-Edition, published by the International Code Council, Inc., is hereby adopted as an official code of the City, except the portions deleted, modified or amended by the provisions of this Chapter.

(B) Code on File: One (1) copy of the International Building Code, 201~~8~~⁵ Edition, shall be retained by the City Clerk for use and examination by the public.

SECTION 2. Title 7, Chapter 1, Section 2 of the City Code of the City of Idaho Falls, Idaho is hereby repealed in its entirety and immediately replaced with the following:

7-1-2: AMENDMENTS TO THE INTERNATIONAL BUILDING CODE:

(A) Delete Section 305.2.3 and replace with the following: 305.2.3 Twelve (12) or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having twelve (12) or fewer children receiving such day care shall be classified as a group R-3 occupancy or shall comply with the International Residential Code

(B) Delete Section 308.2.4 and replace with the following: 308.2.4 Five (5) or fewer persons receiving custodial care. A facility with five (5) or fewer persons receiving custodial care shall be classified as a group R03 occupancy or shall comply with the International Residential Code.

(C) Delete Section 308.3.2 and replace with the following: 308.3.2 Five (5) or fewer persons receiving medical care. A facility with five (5) or fewer persons receiving medical care shall be classified as a Group R-3 occupancy.

(D) Delete Section 308.5.4 and replace with the following: 308.5.4 Persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having twelve (12) or fewer children receiving day care or having five (5) or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

(E) Delete Section 310.4 and replace with the following: 310.4 and replace with the following: 310.4 Residential Group R-3, Residential Group R-3 Occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4, E or I, including

1. Buildings that do not contain more than two (2) dwellings units.
2. Care facilities that provide accommodations for five (5) or fewer persons receiving personal care, custodial care or medical care.
3. Congregate living facilities (nontransient) with sixteen (16) or fewer occupants, including boarding houses (nontransient) convents, dormitories, fraternities and sororities, and monasteries.
4. Congregate living facilities (transient) with ten (10) or fewer occupants, including boarding houses (transient).
5. Dwelling units providing day care for twelve (12) or fewer children.
6. Lodging houses (transient) with five (5) or fewer guest rooms and ten (10) or fewer occupants.

(F) Delete Section 210.4.1 and replace with the following: 310.4.1 Care facilities within a dwelling. Care facilities for twelve (12) or fewer children receiving day care for five (5) or fewer persons receiving personal care or custodial care that are within a one- or two-family dwelling are permitted to comply with the International Residential Code.

(G) Delete footnote e under Table 2902.1 Minimum Number of Required Plumbing Fixtures and replace with the following: e For business occupancies excluding restaurants and mercantile occupancies with an occupant load of thirty (30) or fewer, service sinks shall not be required.

(H) Delete footnote “f” from Table 2902.1 Minimum Number of Required Plumbing Fixtures, add footnote “f” in header row of the column in Table 2902.1 labeled “Drinking Fountains,” and delete footnote “f” under Table 2902.1 and replace with the following: “f” Drinking fountains are not required for an occupant load of thirty (30) or fewer.

(I) Delete Section 3113.1 and replace with the following: 3113.1 General. The provisions of this Section shall apply to relocatable buildings. Relocatable buildings manufactured after the effective date of this code shall comply with the applicable provisions of this code; title 39, chapter 43, Idaho Code; and IDAPA 24.39.31. Exception: This section shall not apply to manufactured housing used as dwellings.

SECTION 3. Title 7, Chapter 2, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

7-2-1 INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED

- A. International Property Maintenance Code Adopted: The International Property Maintenance Code, 2018~~5~~ Edition, published by the International Code Council, Inc., is hereby adopted as an official code of the city, except the portions deleted, modified or amended by the provisions of this Chapter.
- B. Code on File: One (1) copy of the International Property Maintenance Code, 2018~~5~~ Edition, duly certified by the Clerk, shall be retained by the City Clerk for use and examination by the public.

SECTION 4. Title 7, Chapter 4, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

7-4-1 INTERNATIONAL FUEL GAS CODE ADOPTED

- A. International Fuel Gas Code Adopted: The International Fuel Code, 2018~~5~~ Edition, published by the International Code Council, Inc., is hereby adopted as an official code of the city, except the portions deleted, modified or amended by the provisions of this Chapter.
- B. Code on File: One (1) copy of the International Fuel Gas Code, 2018~~5~~ Edition, shall be retained by the City Clerk for use and examination by the public.

7-4-2: AMENDMENTS TO THE INTERNATIONAL FUEL GAS CODE:

- (A) Section 103.2 of the International Fuel Gas Code, 2018~~5~~ Edition, shall be amended to read as follows:

103.2 Appointment. The code official shall be appointed by the chief appointing authority of the jurisdiction.

- (B) Section 109.1 of the International Fuel Gas Code, 2018~~5~~ Edition, shall be amended to read as follows:

109.1 Application for appeal. A person shall have the right to appeal a decision of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder, have been incorrectly interpreted. The application shall be filed on a form obtained from the code official within twenty (20) days after the notice was served.

SECTION 5. Title 7, Chapter 5, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

7-5-1 IDAHO STATE PLUMBING CODE ADOPTED:

(A). Plumbing Code Adopted: The Idaho State Plumbing Code, adopted in 2017~~43~~ pursuant to Idaho Code Title 54, Chapter 26, is hereby adopted as the official Plumbing Code of the City, except for those portions that are deleted, modified or amended by the provisions of this Chapter.

7-5-2: AMENDMENTS TO THE IDAHO STATE PLUMBING CODE: The following amendments shall be made to the Idaho State Plumbing Code:

(A) Chapter 1, Administration. Chapter 1 of the Idaho State Plumbing Code is hereby deleted and replaced with Chapter 1 of the International Building Code, (2012-2018 Edition).

(B) Chapter 3, General Regulations. 313.12.4 Shall be deleted.

(C) . Chapter 4, Plumbing Fixtures and Fixture Fittings-

~~402.4 “Metered Faucets,” shall be amended to read as follows: “Self-closing or self-closing metering faucets may be installed on lavatories intended to serve the transient public, such as those in, but not limited to, service stations, train stations, airports, restaurants, and convention halls. Metered faucets shall deliver a maximum of 0.26 gallons (1.0 liter) of water per use.”~~

~~411.4 shall be deleted.~~

412.1 shall be amended to read as follows: “Plumbing fixtures shall be provided for the type of building occupancy and in the minimum number shown in Chapter 29 of the City’s currently adopted International Building Code, (20185 Edition).”

(D). Chapter 56, ~~Water Heaters~~ Water Supply and Distribution.

~~508.5~~ 608.5(7) shall be amended to read as follows: “Discharge from a relief valve into a water heater pan shall be allowed, provided that the pan connection and its drain piping are sized at least one (1) pipe size larger than the outlet of the relief valve.”

~~—(E). Chapter 6, Water Supply and Distribution. 604.8 Exception shall be amended by the retention~~

~~—of the first sentence only and the deletion of all other sentences in such Exception to 604.8~~

~~(F) Chapter 7, Sanitary Drainage. 710.9 shall have a sentence added to it as follows: “A single pump is permitted for public use occupancies when the sump basin receives the discharge of not more than one (10 toilet and ten (10) other drainage fixture units.”~~

~~(G)~~ (E) Chapter 10, Traps and Interceptors. Table 10-1 shall be amended to change the footnote that is indicated by an asterisk to read as follows: “The trap arm lengths of water closets or similar fixtures which depend upon self-siphoning and re-filling of their traps for proper operation operation shall be unlimited.”

(H) ~~(F)~~ IDAPA Rule 07.02.06.011.16 shall be deleted and replaced with the following language:

Pot sinks, scullery sinks, and dishwashing sinks, silverware sinks, commercial dishwashing machines, silverware-washing machines, and other similar fixtures shall be connected directly to the drainage system. A floor drain shall be provided adjacent to the fixture, and the fixture shall be connected on the sewer side of the floor drain trap, provided that no other drainage line is connected between the floor drain waste connection and the fixture drain. The fixture and floor drain shall be trapped and vented as required by this Code.

~~(H)~~ (G) IDAPA Rule 07.02.06.011.20 shall be deleted and replaced with the following language:

Food preparation sinks, pot sinks, scullery sinks, dishwashing sinks, silverware sinks, commercial dishwashing machines, silverware-washing machines, steam kettles, potato peelers, ice cream dipper wells, and other similar equipment and fixtures must be indirectly connected to the drainage system by means of an air gap. The piping from the equipment to the receptor must not be smaller than the drain on the unit, but it must not be smaller than one (1) inch (twenty-five and four tenths (25.4) mm).

SECTION 6. Title 7, Chapter 6, Section 1, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

7-6-1: INTERNATIONAL RESIDENTIAL CODE ADOPTED:

(A) International Residential Code Adopted: The International Residential Code for One and Two Family Dwellings, 20185-Edition, published by the International Code Council, Inc., including Appendix M, is hereby adopted as an official code of the City, except the portions deleted, modified or amended by the provisions of this Chapter.

(B) Code on File: One (1) copy of the International Residential Code for One and Two Family Dwellings, 20185 Edition, shall be retained by the City Clerk for use and examination by the public.

SECTION 7. Title 7, Chapter 6, Section 2 of the City Code of the City of Idaho Falls, Idaho is hereby repealed in its entirety and immediately replaced with the following:

7-6-2: AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE:

(A) Delete the exception under Section R101.2 Scope, and replace with the following:

Exception: The following shall also be permitted to be constructed in accordance with this code:

1. Owner-occupied lodging houses with five (5) or fewer guestrooms and ten (10) or fewer total occupants.
2. A care facility with five (5) or fewer persons receiving custodial care within a dwelling unit or single-family dwelling.
3. A care facility for five (5) or fewer persons receiving personal care that are within a dwelling unit or single-family dwelling.
4. A care facility with twelve (12) or fewer children receiving day care within a dwelling unit or single-family dwelling.

(B) Delete Section R104.10.1 Flood Hazard Areas

(C) Delete item number 7 under the “Building” subheading of Section R105.2 Work exempt from permit, and replace with the following: 7. Prefabricated swimming pools that are not greater than four (4) feet (one thousand, two hundred nineteen (1219) mm) deep.

(D) Add the following as item number 11 under the “Building” subheading Section R105.2 Work exempt from permit: 11. Flag poles.

(E) Delete Section R109.1.3 and replace with the following: R109.1.3 Floodplain inspections. For construction in areas prone to flooding as established by Table R301.2(1), upon placement of the lowest floor, including basement, the building official is authorized to require submission of documentation of the elevation of the lowest floor, including basement, required in Section R322.

(F) Delete Section R301.2.1.2 Protection of Openings.

(G) Table R301.2(1) of the International Residential Code, 2018 Edition, shall be amended to read as follows:

TABLE R301.2 (1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	Windspeed (MPH)	Seismic Design Category	Subject to Damage From				Winter Design Temp.	Ice Barrier Reqmnt.	Flood Hazards
			Weathering	Frost Line Depth	Termite	Decay			
47	90	Ø1 C	Severe	30 Inch	Slight to moderate	None	-6	Yes	1955, Oct, 1986

(H) Delete Table R302.1(1) and replace with the following:

TABLE R302.1(1) - EXTERIOR WALLS

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	Fire-resistance rated	1 hour-tested in accordance with ASTM E 119, UL263, or Section 703.3 of the International Building Code with exposure from both sides	< 3 feet
	Not fire-resistance rated	0 hours	≥ 3 feet

EXTERIOR WALL ELEMENT		MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Projections	Fire-resistance rated	1 hour on the underside, or heavy timber, or fire retardant-treated wood ^{a,b}	≥ 2 feet to < 3 feet
	Not fire-resistance rated	0 hours	≥ 3 feet
Openings in Walls	Not allowed	N/A	< 3 feet
	25% maximum of wall area	0 hours	≥ 3 feet to < 5 feet
	Unlimited	0 hours	5 feet
Penetrations	All	Comply with Section R302.4	< 3 feet
		None required	≥ 3 feet

- (I) Delete Section R302.13 Fire protection of floors.
- (J) Delete Section R303.4 and replace with the following: R303.4 Mechanical Ventilation.
Dwelling units shall be provided with whole-house mechanical ventilation in accordance with Section M1505.4
- (K) Delete the exception under Section R313.1 Townhouse automatic fire sprinkler systems, and replace with the following: Exception Automatic residential fire sprinkler systems shall not be required in townhouses where either two (2) one (1)-hour fire-resistance-rated walls or a common two (2)-hour fire-resistance rated wall as specified in item number 2 of Section R302.2.2 is installed between dwelling units or when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.
- (L) Delete Section R313.2 One-and two-family dwellings automatic fire sprinkler systems.
- (M) Delete the exceptions under Section R314.2.2 Alterations, repairs, and additions, and replace with the following: Exceptions:
1. Work involving the exterior surfaces of dwellings, such as, but not limited to, replacement of roofing or siding, or the addition or replacement of windows or

doors, or the addition of a porch or deck or electrical permits, are exempt from the requirements of this section.

2. Installation, alteration or repairs of plumbing or mechanical systems are exempt from the requirements of this section.

(N) Delete the exceptions under Section R315.2.2 Alterations repairs and additions, and replace with the following: Exceptions:

1. Work involving the exterior surfaces of dwellings, such as, but not limited to, replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck or electrical permits, are exempt from the requirements of this section.
2. Installation, alteration or repairs of noncombustion plumbing or mechanical systems are exempt from the requirements of this section.

(O) Delete Section R322.1.10 As-built elevation documentation.

(P) Delete Section 322.2.1 and replace with the following: R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas, including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevations.
2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floors (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM, or not less than two (2) feet (610 mm) if a depth number is not specified.
3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation. Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of Section R322.2.2

(Q) Delete subparagraph 2.1 of Section R322.2.2 Enclosed area below design flood elevation and replace with the following: 2.1 The total net area of all openings shall be at least one (1) square inch (645 mm²) for each square foot (0.093 m²) of enclosed area, or the opening shall be designed and the construction documents shall include a statement that the design and installation of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing the automatic entry and exit of floodwaters.

(R) Delete Tables R403 minimum Depth (D) and Width (W) of Crushed Stone Footings (inches), R403.1(1) Minimum Width and Thickness for Concrete Footings for Light-Frame Construction (inches), R403.1(2) Minimum Width and Thickness for Concrete Footings for Light-Frame Construction and Brick Veneer (inches), and R403.1(3) Minimum Width and

Thickness for Concrete Footings with Cast-In-Place or Fully Grouted Masonry Wall Construction (inches).

(S) Add the following as Table R403.1:

TABLE R403.1
MINIMUM WIDTH OF CONCRETE, PRECAST, OR MASONRY FOOTINGS (inches)^a

	LOAD-BEARING VALUE OF SOIL (psf)			
	1,500	2,000	3,000	≥ 4,000
Conventional light-frame construction				
1-Story	12	12	12	12
2-Story	15	12	12	12
3-Story	23	17	12	12
4-inch brick veneer over light frame or 8-inch hollow concrete masonry				
1-Story	12	12	12	12
2-Story	21	16	12	12
3-Story	32	24	16	12
8-inch solid or fully grouted masonry				
1-Story	16	12	12	12
2-Story	29	21	14	12
3-Story	42	32	21	16

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 0.0479 kPa.

^aWhere minimum footing width is twelve (12) inches, use of a single wythe of solid or fully grouted twelve (12)-inch nominal concrete masonry units is permitted. (3-20-20)T

(T) Delete Section R403.1.1 and replace with the following: R403.1.1 Minimum size.

Minimum sizes for concrete and masonry footings shall be as set forth in Table R403.1 and Figure R403.1(1). The footing width (W) shall be based on the load bearing value of the soil in accordance with Table R401.4.1. Spread footings shall be at least six (6) inches in thickness (T). Footing projections (P) shall be at least two (2) inches and shall not exceed the thickness of the footing. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.2 and Figures R403.1(2) and R403.1(3).

(U) The exception to Section R405.1 of the International Residential Code, 2018 Edition, is hereby amended to read as follows:

Exception: A drainage system is not required when the foundation is installed on well-drained ground or sand-gravel mixture soils according to the Unified Soil Classification System, Group I and Group II Soils, as detailed in Table R405.1.

(V) Delete Section R602.10 and replace with the following: R602.1 Wall bracing. Buildings shall be braced in accordance with this Section or, when applicable Section R602.12, or the most current edition of APA System Report SR-102 as an alternate method. Where a

building or portion thereof, does not comply with one (1) or more of the bracing requirements in this Section, those portions shall be designed and constructed in accordance with Section R301.1.

SECTION 8. Title 7, Chapter 7, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

7-7-1: INTERNATIONAL MECHANICAL CODE ADOPTED:

(A) International Mechanical Code Adopted: The International Mechanical Code, 20185 Edition, published by the International Code Council, Inc., is hereby adopted as an official code of the City, except the portions deleted, modified or amended by the provisions of this Chapter.

(B) Code on File: One (1) copy of the International Mechanical Code, 20185 Edition, shall be retained by the City Clerk for use and examination by the public.

7-7-2: AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE:

(A) Section 103.2 of the International Mechanical Code ~~2015~~ 2018 Edition, shall be amended to read as follows:

103.2 Appointment. The Code Official shall be appointed by the chief appointing authority of the jurisdiction.

(B) Section 109.1 of the International Mechanical Code, ~~2015~~ 2018 Edition, shall be amended to read as follows:

109.1 Application for appeal. A person shall have the right to appeal a decision of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted. The application shall be filed on a form obtained from the code official within twenty (20) days after the notice was served.

SECTION 9. Title 7, Chapter 11, of the City Code of the City of Idaho Falls, Idaho is hereby amended as follows:

7-11-1: INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED:

(A) International Energy Conservation Code Adopted: The International Energy Conservation Code, 20185-Edition, published by the International Code Council, Inc., is hereby adopted as an official code of the City, except the portions deleted, modified or amended by the provisions of this Chapter.

(B) Code on File: One (1) copy of the International Energy Conservation Code, 20185 Edition, shall be retained by the City Clerk for use and examination by the public.

SECTION 10. Title 7, Chapter 11, Section 2 of the City Code of the City of Idaho Falls, Idaho is hereby repealed in its entirety and immediately replaced with the following:

7-11-2: AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE:

- (A) Add the following as Section C101.5.2: C101.5.2 Industrial, electronic, and manufacturing equipment. Buildings or portions thereof that are heated or cooled exclusively to maintain the required operating temperature of industrial, electronic, or manufacturing equipment shall be exempt from the provisions of this code. Such buildings or portions thereof shall be separated from connected conditioned space by building thermal envelope assemblies complying with this code.
- (B) Add the following as an exception under Section C402.5 Air leakage—thermal envelope (Mandatory): Exception: For buildings having over fifty thousand (50,000) square feet of conditioned floor area, air leakage testing shall be permitted to be conducted on less than the whole building, provided the following portions of the building are tested and their measured air leakage is area-weighted by the surface areas of the building envelope:
 - 1. The entire floor area of all stories that have any spaces directly under a roof.
 - 2. The entire floor area of all stories that have a building entrance or loading dock.
 - 3. Representative above-grade wall sections of the building totaling at least twenty-five percent (25%) of the above-grade wall area enclosing the remaining conditioned space. Floor area tested under subparagraphs 1. or 2. of this exception shall not be included in the twenty-five percent (25%) of above-grade wall sections tested under this subparagraph.
- (C) Add the following as exception number 7 under Section C403.5 Economizers (Prescriptive): 7. Unusual outdoor air contaminate conditions—Systems where special outside air filtration and treatment for the reduction and treatment of unusual outdoor contaminants, makes an air economizer infeasible.

(D) Delete Table C404.5.1 and replace with the following:

TABLE C404.5.1 PIPING VOLUME AND MAXIMUM PIPING LENGTHS			
NOMINAL PIPE SIZE (inches)	VOLUME (liquid ounces per foot length)	MAXIMUM PIPING LENGTH (feet)	
		Public lavatory faucets	Other fixtures and appliances
1/4	0.33	31	50
5/16	0.5	N/A - non-standard size	50
3/8	0.75	17	50
1/2	1.5	10	43
5/8	2	7	32
3/4	3	5	21
7/8	4	N/A - non-standard size	16
1	5	3	13
1 1/4	8	2	8
1 1/2	11	1	6
2 or larger	18	1	4

For SI: 1 inch = 25.4 mm; 1 foot = 304.8 mm; 1 liquid ounce = 0.030 L; 1 gallon = 128 ounces.

(3-20-20)T

(E) Delete the rows in Table R402.1.2 for climate zones “5 and Marine 4” and “6” and replace with the following:

TABLE R402.1.2 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT ^a										
Climate Zone	Fenestration U- Factor ^b	Skylight U-factor	Glazed Fenestration SHGC ^{b, c}	Ceiling R-Value	Wood Frame Wall R-Value	Mass Wall R-Value ⁱ	Floor R-Value	Basement ^c Wall R-Value	Slab ^d R-Value & Depth	Crawlspace ^c Wall R-Value
5	0.32	0.55	NR	38	20 or 13+5 ^h	13/17	30 ^g	15/19	10, 2 ft	15/19
6	0.30	0.55	NR	49	22 or 13+5 ^h	15/20	30 ^g	15/19	10, 4 ft	15/19

(3-20-20)T

(F) Add the following as footnote “k” to the title of Table R402.1.2—Insulation and Fenestration Requirements by Component: “k” for residential log home building thermal envelope construction requirements see Section 402.6.

(G) Delete the rows in Table R402.1.4 for climate zones “5 and Marine 4” and “6” and replace with the following:

TABLE R402.1.4 EQUIVALENT U-FACTORS ^a								
Climate Zone	Fenestration U-factor	Skylight U-factor	Ceiling U-factor	Frame Wall U-factor	Mass Wall U-factor ^b	Floor U-factor	Basement Wall U-factor	Crawlspace Wall U-factor
5	0.32	0.55	0.030	0.060	0.082	0.033	0.050	0.055
6	0.30	0.55	0.026	0.057	0.060	0.033	0.050	0.055

(3-20-20)T

(H) Delete Section R402.1 and replace with the following: R402.4.1 Building thermal envelope.

1. Until June 30, 2021, the building thermal envelope shall comply with Sections R402.1.1 (Installation) and either Section R402.1.2 (Testing) or Section R402.4.1.3 (Visual inspection).
2. Effective July 1, 2021, the building thermal envelope of a minimum of twenty percent (20%) of all new single-family homes constructed by each builder shall comply with Section R402.1.1 (Installation) and Section R402.4.1.2 (Testing). The authority having jurisdiction may:
 - a. Determine how to enforce this requirement, starting with the fifth house and continuing with each subsequent fifth house.
 - b. Waive this requirement if significant testing indicates the five (5) air changes per hour (ACH) requirement is consistently being met or exceeded (resulting in a lower ACH).

- c. Grant exceptions to this requirement in rural areas where testing equipment is not available or cost effective.
 - 3. Effective July 1, 2021, the building thermal envelope of eighty percent (80%) of all new single-family homes constructed by each builder shall comply with Section R402.1.1 (Installation) and either Section R402.1.2 (Testing) or Section R402.4.1.3 (Visual inspection).
 - 4. The sealing methods between dissimilar materials shall allow for differential expansion and contraction.
- (I) Delete Section 402.4.1.1 and replace with the following: R402.1.1 Installation. The components of the building thermal envelope as listed in Table R402.4.1.1 shall be installed in accordance with the manufacturer's instructions and the criteria listed in Table R402.4.1.1, as applicable to the method of construction.
- (J) Delete Section 402.1.2 and replace with the following: R402.4.1.2 Testing. Testing building envelope tightness and insulation installation shall be considered acceptable when tested air leakage is less than five (5) Aire changes per hour (ACH) when tested with a blower door at a pressure of 33.5 psf (50 Pa). Testing shall occur after rough in and after installation of penetrations of the building envelope, including penetrations for utilities, plumbing, electrical, ventilation and combustion appliances. Testing shall be conducted in accordance with RESNET/ICC 380, ASTM E 779 or ASTM E 1827 and reported at a pressure of 0.2-inch w.g. (50 Pascals). During Testing:
- 1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed.
 - 2. Dampers shall be closed, but not sealed, including exhaust, intake, makeup air, backdraft and flue dampers.
 - 3. Interior doors shall be open.
 - 4. Exterior openings for continuous ventilation systems and heat recovery ventilators shall be closed and sealed.
 - 5. Heating and cooling system(s) shall be turned off.
 - 6. HVAC ducts shall not be sealed.
 - 7. Supply and return registers shall not be sealed.
- (K) Add the following as Section R402.4.1.3: R402.4.1.3 Visual inspection. Building envelope tightness and insulation installation shall be considered acceptable when the items listed in Table R402.4.1.1, applicable to the method of construction, are field verified. Where required by code official an approved party independent from the installer of the insulation shall inspect the air barrier and insulation.
- (L) Add the following as Section R402.6 Residential log home thermal envelope. Residential log home construction shall comply with Section R401 (general), Section R402 (Air leakage), Section R402.5 (Maximum fenestration U-factor and SHGC), Section R402.1

(Controls), the mandatory sections of Sections R403.3 through R403.9, Section R404 (Electrical Power and Lighting Systems), and either 1., 2., or 3. as follows:

1. Sections R402.2 through R402.3, Section R303.3.1 (Insulation), Section R404.1 (Lightning equipment), and Table R402.6 (Log Home Prescriptive Thermal Envelope Requirements by Component).
2. Section R405 (Simulated Performance Alternative).
3. REScheck (U.S. Department of Energy Building Codes Programs).

(M) Add the following as Table R402.6:

<p align="center">TABLE R402.6 LOG HOME PRESCRIPTIVE THERMAL ENVELOPE REQUIREMENTS BY COMPONENT</p> <p>For SI: 1 foot = 304.8 mm.</p>									
Climate Zone	Fenestration U-factor ^a	Skylight U-factor	Glazed Fenestration SHGC	Ceiling R-value	Min. Average Log Size In Inches	Floor R-value	Basement Wall R-value ^d	Slab R-value & Depth ^b	Crawl Space Wall R-value ^d
5, 6 - High efficiency equipment path ^c	0.32	0.60	NR	49	5	30	15/19	10, 4 ft.	10/13
5	0.32	0.60	NR	49	8	30	10/13	10, 2 ft.	10/13
6	0.30	0.60	NR	49	8	30	15/19	10, 4 ft.	10/13

^aThe fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

^bR-5 shall be added to the required slab edge R-values for heated slabs.

^c90% AFUE natural gas or propane, 84% AFUE oil, or 15 SEER heat pump heating equipment (zonal electric resistance heating equipment such as electric base board electric resistance heating equipment as the sole source for heating is considered compliant with the high efficiency equipment path).

^d"15/19" means R-15 continuous insulated sheathing on the interior or exterior of the home or R-19 cavity insulation at the interior of the basement wall. "10/13" shall be permitted to be met with R-13 cavity insulation on the interior of the basement wall plus R-5 continuous insulated sheathing on the interior or exterior of the home. "10/13" means R-10 continuous insulated sheathing on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement wall.

(3-20-20)T

(N) An exception to Section R403.3.5 shall be added as follows: Exception: Building-framing cavities used as ducts or plenums shall comply with Section M1601.1.1 (IRC).

(O) Delete Section R403.5.3 and replace with the following: R403.5.3 Hot water pipe insulation (Prescriptive). Insulation for hot water piping with a thermal resistance, R-value, of not less than R-3 shall be applied to the following:

1. Piping serving more than one (1) dwelling unit.
2. Piping located outside the conditioned space.
3. Piping located under a floor slab.
4. Buried piping.

5. Supply and return piping in recirculation systems other than demand recirculation systems.

- (P) Delete Section R404.1 and replace with the following: R404.1 Lighting equipment (Mandatory). A minimum of seventy-five percent (75%) of the lamps in permanently installed lighting fixtures shall be high-efficacy lamps or a minimum of seventy-five percent (75%) of the permanently installed lighting fixtures shall contain only high efficacy lamps.
- (Q) Delete Section R406.3 and replace with the following: R406.3 Energy Rating Index. The Energy Rating Index (ERI) shall be determined in accordance with RESNET/ICC 301. Energy used to recharge or refuel a vehicle used for transportation on roads that are not on the building site shall not be included in the ERI reference design or the rated design.

- (R) Delete Tabel R406.4 and replace with the following:

Table R406.4 - Maximum Energy Rating Index

Climate Zone	Energy Rating Index ^a
5	68
6	68

^a Where on-site renewable energy is included for compliance using the ERI analysis of Section R406.4, the building shall meet the mandatory requirements of Section R406.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table R402.1.2 or Table R402.1.4 of the 2015 International Energy Conservation Code. (3-20-20)T

SECTION 11. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 12. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 13. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 14. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho,
this _____ day of _____, 2020.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
AMENDING TITLE 7 TO ADOPT AND AMEND THE 2018 EDITIONS OF
THE INTERNATIONAL BUILDING CODE, INTERNATIONAL PROPERTY
MAINTENANCE CODE, INTERNATIONAL FUEL GAS CODE,
INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL
MECHANICAL CODE, INTERNATIONAL ENERGY CONSERVATION
CODE; AND TO ADOPT AND AMEND THE 2015 EDITION OF THE
INTERNATIONAL EXISTING BUILDING CODE; PROVIDING
SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

FROM: Brad Cramer, Director

DATE: Wednesday, December 2, 2020

RE: Amendments to Zoning Ordinance regarding multi-unit attached dwellings

Council Action Desired

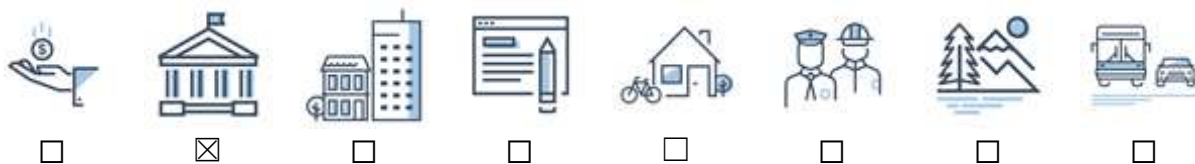
- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing
☒ Other Action (Approval, Authorization, Ratification, etc)

Approve the Ordinance amending City Code Title 11, Chapter 7, to allow for Multi-Unit Attached Dwellings, under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is an ordinance amending Chapters 2 and 7 of the Zoning Ordinance, which adds and defines Multi-Unit Attached Dwellings as an allowed land use. This is a portion of the changes recommended by the Planning and Zoning Commission on July 21, 2020, by unanimous vote. A full explanation of why only a portion of the recommended changes are being brought forward at this time is contained in the revised staff report attached to this packet.

Relevant PBB Results & Department Strategic Plan



Amending codes to better meet community needs and goals is part of Good Governance.

Interdepartmental Coordination

NA

Fiscal Impact

NA

Legal Review

This code change has been reviewed by Legal pursuant to applicable law.

**CITY COUNCIL
STAFF REPORT
RZON20-009 ZONING ORDINANCE AMENDMENTS
MULTI-UNIT ATTACHED DWELLINGS
DECEMBER 3, 2020**



Community
Development
Services

Applicant: City of Idaho Falls

Project Manager: Brad Cramer

Future Land Use Map:
Attachments:

1. Zoning Ordinance Information
2. Comprehensive Plan Policies
3. Maps and aerial photos

Requested Action: To **approve** amendments to Sections 11-2-3, 11-2-4, 11-2-6, and 11-7-1

11-7-1: DEFINITIONS. DWELLING, MULTI-UNIT ATTACHED

History: Under the previous zoning code, a single-unit attached dwelling was defined as dwelling units which were physically attached, shared a common party wall, and had open space on at least two sides (see full definition in attachments). It did not address number of units, density, or that such units must be located on individual lots. Some of those requirements were listed in the zones in which they were allowed. Typically, the supplemental requirements would include a maximum number of units. These types of units were added to the zoning code in single-unit zones such as R1 in 1999.

The new code used a new definition that attempted to be clearer and address the individual lots and number of units but inadvertently omitted two important words: "or more." Further, in the supplemental standards, these were consolidated for all zones and instead of putting a maximum number of units, the standards stated that the density where the attached units were located could not exceed the maximum allowed density of the zone.

Staff wrote proposed changes for the R1 and other zones and proposed them to the P&Z Commission in July, 2020. The changes came the City Council in August, 2020, but were removed from the agenda because the Opticos report on Missing Middle Housing had just been completed and the Council wished to review the report prior to making any changes. There was also concern about the impact of allowing more than 2 units in the R1 zone.

Since that time, staff has recognized that not addressing at least a portion of this code issue has created hundreds of non-conforming dwelling units throughout the City, and stalled the legal development of 4-plex townhomes. The proposed corrections address those issues as a stop-gap measure to allow development to continue forward while staff continues to work on broader changes related to Missing Middle Housing.

(See following pages for further information)

Staff Comments: When staff brought the issue before the Planning and Zoning Commission, two options to the definition change were proposed. First, was to simply add “or more” to the definition along with language about open space which is consistent with the building code. However, given that federal guidelines limit consideration of single-unit to up to 4 units, staff also drafted a second option. This option defined single-unit attached dwellings as between 2-4 units and created a new definition for multi-unit attached which is for anything more than 4 units. This option necessitated a change to the land use tables. A recommended land use table change was also included. The Planning Commission recommended the second option.

The proposed code changes for the Council’s consideration only cover a portion of the P&Z Commission’s recommendation; the section regarding multi-unit attached housing. There are two reasons for this approach. First, there was significant public comment regarding possible changes to the R1 standards. Although staff still fully supports changes to the R1 and other zones, based on the Opticos report, staff also believes that the code language proposed in August would not completely provide appropriate changes that considered existing development and citizen concerns. Such changes need to be refined and then discussed more broadly. Second, as noted on the first page of the staff report, this change is viewed as a stop-gap measure. It will address an existing problem by allowing development is typical and normal in multi-unit zones while staff continues to work on a broader suite of changes to residential zoning.

Summary of Changes: The proposed changes include three parts. The first is to add a new definition for multi-unit attached dwellings. This will specify that multi-unit includes only those buildings that contain more than 2 dwellings on separate lots. The second part is to adjust the land use tables to permit multi-unit attached dwellings in all zones that allow any other type of multi-unit housing. Third is to add development standards which mirror the standards for single-unit attached.

Comprehensive Plan Policies: The full section of Residential Development policies from the Comprehensive Plan is included as an attachment.

MULTI-UNIT ATTACHED DWELLINGS

Language from Previous Zoning Code

SINGLE-FAMILY ATTACHED DWELLING: A dwelling unit which is physically attached to or shares a common party wall with another dwelling unit and which has open space on at least two sides.

Current Language and Proposed Changes

CHAPTER 7 APPENDICES

11-7-1: DEFINITIONS

Dwelling Unit	<p>A structure(s) designed for or occupied exclusively by one (1) “household,” for living or sleeping purposes and having one (1) kitchen or set of cooking facilities, or group residence in which eight (8) or fewer unrelated persons with disabilities, elderly persons, or minors when in a facility licensed by the State of Idaho and who are supervised at the group residence in connection with their disability or age related infirmity under the following conditions:</p> <ol style="list-style-type: none">1. Resident staff, if employed, need not be related to each other or to any of the persons with disabilities, elderly persons, or minors residing in the group residence2. No more than two (2) of such staff shall reside in the dwelling at any one time. <p>The term dwelling does not include boarding /rooming house, lodging, residential care facility or recreational vehicle.</p>
Dwelling, Accessory Unit	<p>A dwelling unit that is incidental and subordinate to the principal use of the premises and that does not alter the essential characteristic of the use. In commercial and industrial zones, these units may be allowed for use as a custodial or caretaker dwelling unit.</p>
Dwelling, Single Unit Attached	<p>A structure containing two (2) or more dwelling units attached by a common wall or walls, where each dwelling unit is located on a separate lot and each unit has open space on at least two (2) sides.</p>
Dwelling, Single Unit Detached	<p>A structure consisting of only a single dwelling unit separated from all other dwelling units by open space.</p>
Dwelling, Two-Unit	<p>A structure consisting of two (2) dwelling units which may either be attached side by side or one (1) above the other.</p>
Dwelling, Multi-Unit	<p>A structure, or portion thereof, that contains three (3) or more dwelling units, where all such units are located on the same property.</p>
<u>Dwelling, Multi Unit Attached</u>	<p><u>A structure containing more than two (2) dwelling units attached by a common wall or walls, where each dwelling unit is located on a separate lot and each unit has open space on at least two (2) sides.</u></p>

CHAPTER 2 LAND USE REGULATIONS

11-2-1 : ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

<p>P=permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.</p> <p>*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.</p>								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, Accessory Unit*	P			P	P		P	P
Dwelling, Multi-Unit*				P*	P		P	P
<u>Dwelling, Multi-Unit Attached*</u>				<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃

Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		

11-2-2 : ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P=permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.

*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.

Proposed Land Use Classification	Commercial				
	PB	CC	LC	HC	PT
Accessory Use*	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C ₂	C ₂	C ₂	
Club*		P	P	P	
Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
Dwelling, Multi-Unit Attached*		<u>P</u>	<u>P</u>		<u>P</u>
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P

11-2-6: STANDARDS FOR ALLOWED USES

(P) Dwelling, Single-Unit Attached, and Multi- Unit Attached.

- (1) Every lot upon which ~~a single-unit home attached~~ an attached dwelling is located shall have frontage upon a dedicated public street.
- (2) No ~~single-unit~~ attached dwelling shall be located above another dwelling unit, either in whole or part.
- (3) Each ~~single-unit~~ attached dwelling shall have at least one (1) direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot. No pedestrian access to an attached ~~single-unit~~ dwelling unit may be held in common with any other ~~single-unit~~ attached dwelling unit.
- (4) Except as noted below, ~~a single-unit~~ an attached dwelling shall have no facilities or property in common with any other ~~single-unit~~ attached dwelling and all such dwelling units shall be structurally and functionally independent from another. All ~~single-unit~~ attached dwellings shall have separate electrical service, water service lines and sanitary sewer service lines from all other of such dwellings. Common facilities or property are allowed for the following:
 - (a) Common party walls constructed in accordance with the International Building Code.
 - (b) Foundations supporting attached or party walls.
 - (c) Flashing at the termination of the roof covering any attached walls.
 - (d) Roofs.
 - (e) Vehicular access to a dedicated street from off-street parking facilities or garages.
- (5) No building permit shall be issued for the construction of ~~a single-unit~~ an attached dwelling unless a common facilities agreement or party wall agreement for Declaration of Condominium has been filed with the Bonneville County Recorder's Office for each such dwelling which shares common facilities with another unit. Such agreement shall include a legal description of the lots sharing common facilities and shall allocate responsibility between the owners of such lots the use, maintenance, and ownership of all common facilities.
- (6) All ~~single-unit~~ attached dwellings shall meet the dwelling unit separation requirements of the officially adopted and applicable building codes of Idaho Falls.
- (7) A lot upon which ~~a single-unit~~ an attached dwelling is located need not comply with the zone's minimum area and width requirements, provided such lot complies with the zone's location of buildings.
- (8) The net density of ~~single-unit~~ attached dwellings shall not exceed the density allowed in the zone where it is located. Public rights-of-way shall be excluded when calculating net density.
- (9) An interior ~~single-unit~~ attached dwelling shall be allowed to increase the maximum lot coverage by ten percent (10%).

July 21, 2020

7:00 p.m.

Planning Department

Council Chambers

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Arnold Cantu, Gene Hicks, Brent Dixon, George Morrison, Margaret Wimborne

MEMBERS ABSENT: Joanne Denney, Lindsey Romankiw.

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Brian Stephens; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: The minutes for the July 7, 2020 meeting were tabled until the August meeting.

Public Hearing(s):

5. RZON 20-009: REZONE. Amendment of the Comprehensive Zoning Ordinance, Section 11-4-5. E.1 Parking Location in Residential Zones, and Section 11-7-1: Definitions, Dwelling Single Unit Attached.

Black opened the public hearing.

Applicant: City of Idaho Falls.

Cramer presented the staff report. Cramer indicted that the items on the agenda are time sensitive. Cramer showed the language from the previous Zoning Ordinance that showed two parking spaces and those had to be in a garage or carport, or where a garage or carport could legally be built. Cramer explained that when people park on the side of their garage, it is a place where a garage and carport cannot be built, and the garage and carport requirement was meant for the 2 required stalls. Cramer stated that the language is to show that the required parking needs to be out of the required setbacks from the street. Cramer showed some pictures of people parking in their front yard or walling in a garage and now the only available parking is in the driveway. Cramer stated that this is an issue. Cramer showed that they are proposing to tweak the Code and specify that the required off street parking cannot be in the required front or side set back that faces a public street....and add the wording "Permitted driveways which directly connect required and other approved parking areas to the public and private streets may be used for parking, but shall not be considered as providing the required parking spaces for the use."

Black asked about RV's in driveways and it is legal. Cramer clarified if she is asking about RV's or what the code change accomplishes. Cramer stated that generally they are trying have the two required stalls that are out of the front and side yard spaces. Cramer explained that a

new house today would require two parking stalls outside of the front yard setbacks and then a driveway that connects that parking to the street. Cramer indicated that is to avoid the paving of someone's front yard. Cramer indicated that the driveway will be from the curb cut at the street to the garage or parking area, so they wouldn't allow a home to have a 60' wide curb cut, so they cannot have a 60' wide driveway. Cramer stated that they don't differentiate between and RV, truck, boat, car, so if people have a driveway, they can park in it. Cramer stated that if the RV sticks out over the sidewalk, they do address that with code enforcement and police. Cramer doesn't feel like it is appropriate to say what vehicles are appropriate in a driveway and which ones are not.

Dixon asked where the driveway ends on the street side. Cramer stated that the street is defined as everything between the right of way lines, which includes the park strip and the sidewalk, so the street doesn't end until the grass line of the yard. Cramer stated that the Code for sidewalks just state that you cannot block them and last year they wrote 1700 notes about violations. Dixon asked about a property south of Sunnyside that is multifamily and the guest parking is not deep enough and to park there you block the sidewalk and the roads are noted to be fire lanes and narrower than a regular city road. Dixon asked if tandem parking has the garage 2 vehicles deep. Cramer stated that when they are asking for tandem parking they are asking for a variance. Dixon asked about properties being grandfathered in. Cramer agreed that the property being shown is old enough to be grandfathered in and the single car garage is ok, but if someone wanted to build to today's standards, they would require 2 car garage or a variance to allow tandem parking. McLane confirmed that TN allows it. Dixon stated he knows a lot of places that have added a parking pad next to the driveway. Dixon asked if that is permitted because it is in the front set back, but not within the confines of the curb cut. Cramer stated this comes up regularly, and a technical reading of the code would state that is not permitted, but it does exist all over the place. Cramer has explored maximum lot coverage for concrete, they've tried to define how wide the driveway could be, and there is no good answer, so you are relying on people's sensibility to not pave their front yard. Cramer stated that it would be challenging to get people to rip up concrete that didn't require a permit. Cramer stated this is not a full solution but does address an immediate problem.

Cramer moved on to the second change Single Unit Attached Dwelling definitions. Cramer read the definition of a single unit attached dwelling. Cramer reviewed places it was allowed. Cramer showed pictures of what was allowed in the previous ordinance based on the current definition. Cramer stated that the issue that was created is it specifically states only 2 which was not the intent. Cramer stated that the intent was talking about limits to units, but rather let the zone control the number of units by density and lot coverage. Cramer believes they dropped 2 important words and it should have said 2 or more. Cramer stated that he gave 2 options to consider with one redefining single unit attached as they intended with "two or more" and then rely on the development standards that those were built in, so there wouldn't be a limit to the number of units, but controls within the zone such as density and lot coverage that would limit how many units could be built; the second option is more specific and states that single unit attached is between two and four dwelling units attached with common walls, and add a new definition that would be multi-unit attached that would be more than four.

Dixon asked if option one or two was adopted it would allow for R1 to go from a maximum of 3 units in a building to a new maximum of 4 units, and before 1999 twin units weren't allowed in R1 and now they want to move it up to 4 units. Cramer agreed that option 2 would state that, but

option 1 is not going to have the limit, which is why he included option 2. Cramer agreed that it would allow more than 3 in the R1 zone. Dixon asked if right now in R2 is a multi-unit attached allowed. Cramer stated that right now multi-unit attached doesn't exist in the Code, but you could build a 4-plex and whether those units were on separate lots would mean something different code wise. Cramer stated that right now the way that single unit attached is defined is only 2 units and anything above that is multi-family. Dixon stated that page 6 of 9 of the staff notes states that dwelling multi-unit is allowed in R-2 but it has an asterisk and it is unclear what the asterisk entails because it only says "subject to specific land use provisions as set forth...". Cramer indicated that page 8 has the information. Dixon indicated that it has to do with flashing and termination of the roof covering, etc. Cramer stated that information as all taken from the previous code where it was allowed in R1 and R2. Dixon confirmed that the main difference is that it would allow units to be on top of each other, whereas the single attached requires that each one be on its lot and not stacked. Cramer disagreed and indicated that the definition of multi-unit attached you still cannot stack. Cramer indicated that in R-2 you can stack and call it a 4-plex and condominiumize them that way, but it would be defined as a multi-unit dwelling, not a multi-unit attached. Dixon doesn't want the distinction between R-1 and R-2 so small that there is no purpose behind having R-2. Cramer stated that option 2 would have the distinction, that in an R-1 zone you'd be limited to 4 units and in an R-2 there would be no limit other than the density and option 1 only has the difference in density.

No one appeared in support or opposition to the application.

Black closed the public hearing.

Dixon stated that with the clarification provided by staff, that they recognize that this doesn't take care of every issue, but it does resolve an immediate issue, then he is in support of the change, and feels further changes are warranted, but will take more study on how to do them.

Dixon moved to recommend to the Mayor and City Council approval of the proposed Ordinance change concerning Off-Street Parking and Loading as presented on page 9 of 9 of the staff notes including the redline changes on paragraph E, Morrison seconded the motion and it passed unanimously.

Dixon indicated that the language on Option 2 for Dwelling Single Unit Attached was to say 2-4 dwelling units rather than two or more. Cramer agreed with Dixon's corrections. Dixon indicated that the multi-unit attached is more than 4, whereas 2-4 is the single unit attached which is consistent with the language presented back on page 31 (FHA Single Family Housing Policy Handbook Glossary, although it doesn't indicate whether those dwellings have to be on their own lots, etc. Dixon is concerned that the name isn't consistent, and the camel's nose got under the tent in 1999 to say R-1 now allows attached housing and it seems like we are moving more and more units of attached housing. Dixon stated that RP doesn't allow for attached so if they want single family detached, they'd go to RP rather than R1. Dixon is more supportive of option 2, because option 1 leaves too much unknown as far as how many units they can fit in and still meet the density requirement.

Morrison agreed with limiting the number specifically.

Wimborne agrees that is a good place to start and they can always go back and revisit if it is needed.

Dixon moved to recommend to the Mayor and City Council, relative to Single Family Attached Dwellings, Option 2 offered in staff notes on page 5 of 9 with the following modification: Dwelling, Single -Unit Attached says 2-4 dwelling units instead of 2 or more dwelling units, as presented, Wimborne seconded the motion and it passed unanimously.

Residential Development: Where We Live

Through their feedback, residents told us they wanted treed residential areas to be:

- With a strong sense of identity
- Served by neighborhood parks and schools
- Linked by sidewalks and trails to facilities both within and outside the neighborhood
- Shielded from but convenient to attractive, landscaped shopping areas
- Offering affordable housing available to all income ranges

To reach these images, commitment of parties other than the City will be necessary. Developers, businesses, schools, and residents will have to assist us in reaching the communities future vision.



Our plan for Residential Development:

Implementation Strategies

1. Develop a program to involve neighbors in the community development process early.
2. Evaluate present impact fees to see if public costs are covered.
3. Develop a zone to accommodate existing homes on lots of one acre or larger.

Standards

1. A park sufficient to meet neighborhood needs shall be provided to serve residential development.
2. Residential development should reflect the economic and social diversity of Idaho Falls.
3. Arterial streets should be located along the perimeter of residential neighborhoods, preferably at the square mile. At least one east-west collector and one north-south collector street should be located in every square mile of residential development. If such collector streets provide access to homes, the design of the collector shall discourage through traffic.
4. Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lots within the subdivision. Such lots shall have larger rear yard, or side yard if applicable, setbacks.
5. Limited neighborhood services shall be provided at the intersection of arterial streets and collector streets. Access to such services shall only be from collectors.
6. Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services.

7. Study innovative approaches to residential development within the context of the preferred residential alternative pattern.
8. Neighborhood and community services shall be buffered from the residential neighborhood by fencing and landscaping.
9. High schools, junior high, and middle schools should not be located in the core of the neighborhood.
10. Walkways shall be provided from schools and parks to those portions of residential subdivisions in which homes back such facilities.
11. On collectors, sidewalks and pedestrian ways should be clearly separated from vehicular access and be designed to convey pedestrians to schools and neighborhood services.
12. Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street.
13. Bikeways should tie residential neighborhoods to schools, shopping, and employment.

Implementation Strategies:

Develop a program to involve neighbors in the community development process early.

Unresolved opposition to land use development projects does not help us move towards our goals nor does it provide a predictable environment for investment and growth. We need to develop a process to move to resolution of issues early in the development process.

Evaluate present impact fees to see if public costs are covered.

The City of Idaho Falls presently has annexation fees for arterial roads and storm water drainage. We need to reassess these fees to assure develop-

ment is paying for its portion of the cost of public facilities.

Develop a zone to accommodate existing homes on lots of one acre or larger.

Revise the zoning ordinance to include a residential zone which recognizes existing homes on lots of one acre or more and permits horses.

Standards:

A park sufficient to meet neighborhood needs shall be provided to serve residential development.

To meet our projected needs by 2035, Idaho Falls will need 78 additional acres of neighborhood parks. Such parks should be smaller, four acres

or less, with a tot lot, picnic areas, landscaping, including trees, and passive green space. If designed properly, such facilities should be provided in conjunction with storm water retention ponds. The sketch below illustrates the principles to be incorporated into pond design to encourage the use of these areas as neighborhood parks.

Residential development should reflect the economic and social diversity of Idaho Falls.

New and existing developments should foster inclusive-ness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets.

SPRING CREEK NEIGHBORHOOD PARK

CONCEPTUAL DESIGN BY: BEN PHILLIPS
DATE: 12/30/19
CLIENT: CITY OF IDAHO FALLS



VISION STATEMENT

TO MAINTAIN FUNCTION OF RETENTION BASIN WHILE PROVIDING OPPORTUNITIES FOR NEIGHBORHOOD RECREATION

GOALS

- TO INCREASE THE NUMBER OF FUNCTIONS THAT CAN TAKE PLACE WITHIN A RETENTION BASIN
- PROVIDE LOCAL RECREATION OPPORTUNITY THAT CAN BE ACHIEVED VIA FOOT OR BICYCLE DISSECT FROM THE NEIGHBORHOOD IN WHICH IT SERVES
- INCREASE LIVABILITY OF RESIDENTIAL NEIGHBORHOODS
- EDUCATE PEOPLE ABOUT FUNCTION AND PURPOSE OF RETENTION BASINS

ACTIVITIES

- JOGGING/WALKING PATH
- INFORMAL OPEN PLAY AREA
- PLANT 4 8'-10' T. TERRACE / INTERPRETIVE INFORMATION
- PLAY EQUIPMENT FOR CHILDREN

LANDSCAPE FEATURES

- VIEWS OF MT. TAYLOR TO THE SOUTHWEST
- REVEAL GRASSY CREEK CHANNELS TO BUILDER & BROWN CHANNEL
- FENCED EXCAVATED DEEPS TO ISOLATE FLOOD WATER AND SHEDDING WATER (SEE SECTION BELOW)
- ENCLOSED PLANTING & PLAY AREA WITH LANDSCAPING, BENCH SEATING AND WINDSHIELD STRUCTURE FOR PLANTING TERRACE
- ONE COLORED CONCRETE OR RED BRICK FOR WALK ADJACENT TO PLAY EQUIPMENT

NOTES

- PEDESTRIAN AND BICYCLE ACCESS IS CRITICAL TO SMALL PARKS LIKE THIS ONE. THERE WILL BE POTENTIAL WILL ONLY BE REALIZED IF ADEQUATE ACCESS IS MAINTAINED (I.E. PRESERVE EXISTING EASEMENTS)
- ALTHOUGH ACCESSIBLE ACCESS IS NOT MANDATORY, PARALLEL PARKING ALONG SET BACKS/ROAD IS ONE OPTION AND THE FUTURE CHURCH SITE TO THE NORTH IS ANOTHER
- RESTROOMS MAY NOT BE NEEDED FOR THIS SIZE OF PARK. IF USED, COMPOSTING TOILETS MAY BE THE CHEAPEST SOLUTION
- PLANTING TREES IS OPTIONAL IN FENCED AREAS. NATURAL VEGETATION MAY TAKE HOLD ON ITS OWN

TREE SELECTION

- SELECTING TREES AND SHRUBS WILL BE DEPENDENT UPON THE LEVEL IN THE BASIN IN WHICH THEY WILL BE PLANTED. BY ISOLATING WHERE THE WATER STAYS, MOST OF THE PLANT MATERIALS CAN BE SELECTED: MORE APPROPRIATELY AND WILL HAVE A BETTER CHANCE OF SURVIVAL. TREES BELOW FOR LOWER LEVELS SHOULD BE TOLERANT OF WET CONDITIONS (I.E. WILLOWS, BIRCH, ALDER, ETC.) NO TREES SHOULD BE PLANTED WHERE WATER IS EXPECTED TO BE PERMANENTLY. TREE SELECTION FOR UPPER LEVELS CAN BE ANY THAT ARE HARDY IN ZONE 5 (U.S.D.A.) PROVIDED THERE IS IRRIGATION. ONE CHALLENGE WITH PLANT SELECTION SHOULD BE THAT OF FALLING LEAVES WHICH MAY CLOG PUMP SYSTEMS. (REFER TO CITY ENGINEER)

Arterial streets should be located along the perimeter of residential neighborhoods, preferably at the square mile. At least one east-west collector and one north-south collector street should be located in every square mile of residential development. If such collector streets provide access to homes, the design of the collector shall discourage through traffic.

At community participation events, we were asked by the participants to design policies and standards to reduce the conflict between through traffic and residential neighborhoods. One goal of residential subdivision layout shall be to reduce through traffic in residential areas.

Residential lots adjacent to arterial streets shall have reverse frontage and deeper lots than typical lots within the subdivision. Such lots shall have larger rear yard, or side yard setbacks, if applicable.

The zoning ordinance should be modified to require greater setbacks from arterial streets on residential properties. The subdivision ordinance should be modified to require a landscape buffer and uniform fencing along arterial streets. This buffer should be maintained by a homeowners' association.

Limited neighborhood services shall be provided at the intersection of arterial streets and collector streets. Access to such services shall only be from collectors.

Convenience stores, dry cleaners, and other small retail stores designed to serve the immediate neighborhood should be located at an entrance of the neighborhood to be served by such development.

Arterial corners shall support higher density housing, quasi-public services, or community/neighborhood commercial services.

Lots at the corners shall be of sufficient size to assure any access to the arterial, if permitted, shall be in accordance with the guidelines of *2012 Updated Access Management Plan* prepared by the Bonneville Metropolitan Planning Organization.

Neighborhood and community services shall be buffered from the residential neighborhood by fencing and landscaping.

The zoning ordinance shall be modified to specify fencing and landscaping requirements to reduce



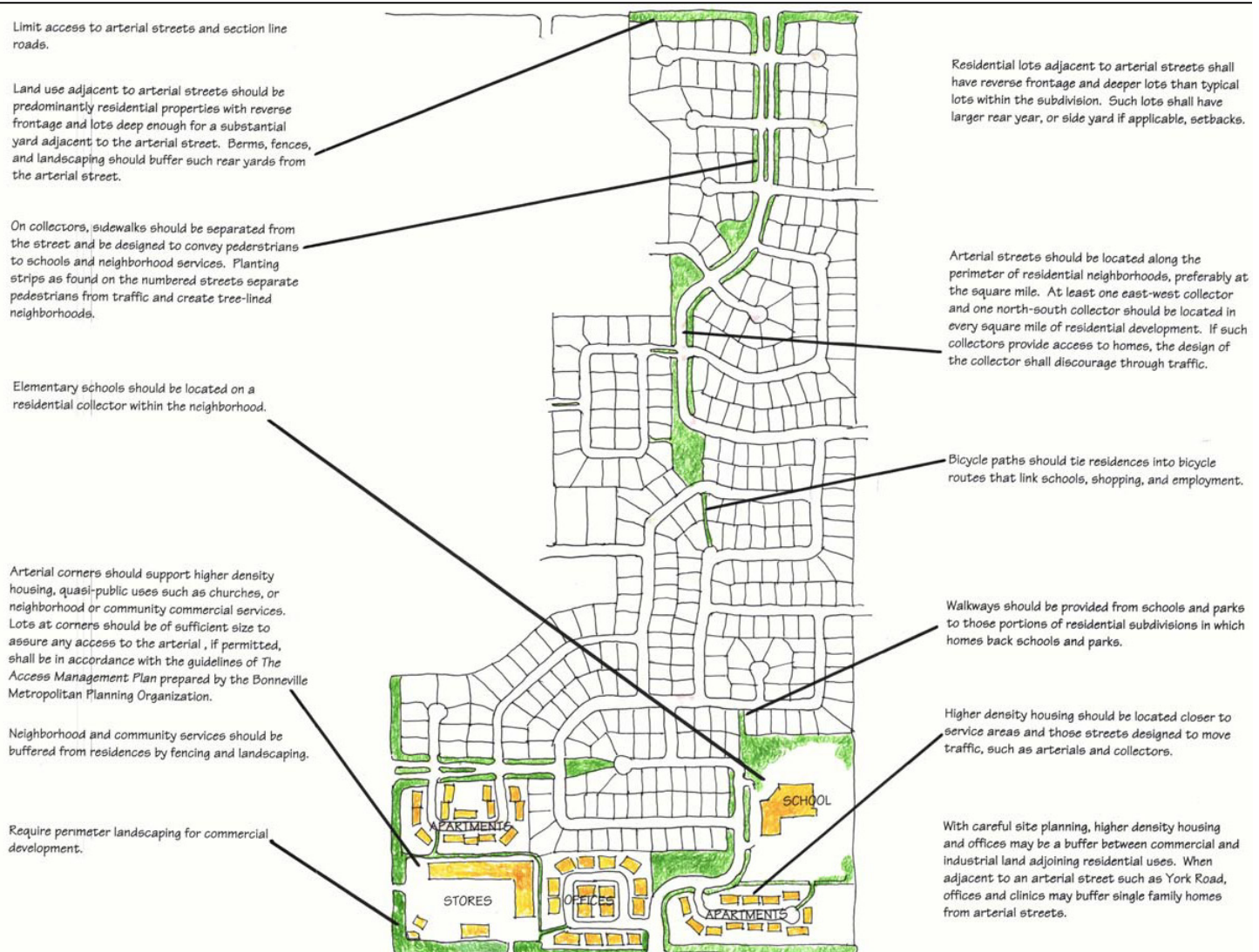
the noise and light from commercial uses that may affect residential neighbors.

Study innovative approaches to residential development within the context of the preferred residential alternative pattern.

This plan is based on citizen comments and ideas, which generally reflect planning principles described as the suburban neighborhood model. This model consists of low-density homogeneous neighborhoods comprised of single-family homes, lawns, curving streets, and cul-de-sacs. Schools, employment, shopping, and parks are located within convenient commuting distance

by car. Since many have also spoken to us about convenience, facilities within walking distance, and higher density housing, the plan also incorporates some principles first discussed by Clarence Perry in 1929 in his neighborhood unit. Perry's neighborhood unit consists of 1,000 to 5,000 people, has clear boundaries, and contains pedestrian paths which connect the elementary school and park facilities. This suburban neighborhood is illustrated on the following page. However, new trends in residential development may meet citizen goals of convenient, pedestrian friendly development, i.e., a residential neighborhood which is

walkable. One trend, new urbanism, encourages higher densities, environments where all things needed to meet the daily needs of residents are located within walking distance, a variety of housing types in residential neighborhoods, and an orientation to the street and public spaces to encourage interaction between neighbors. New urbanism or neo-traditional neighborhoods abandon cul-de-sacs and return to the gridiron pattern found in the late 19th century. The purpose of new urbanism is to foster neighborhood interaction and reduce dependency on automobiles. It is a trend which might be described as "back to the future."



The Commission will keep abreast of such creative approaches to land development which provide alternatives for our residents, especially those alternatives which lessen our dependence on the car and do not isolate those who cannot drive.

High schools, junior high, and middle schools should not be located in the core of the neighborhood.

Such schools generate significant traffic. If secondary and middle schools are located adjacent or within one block from the nearest minor arterial street, traffic will move efficiently from the arterial street to the school on local collectors and not through the neighborhood. Elementary schools should be located on a residential collector within the neighborhood. Examples of locations which work well for elementary schools and the neighborhood are Westside Elementary and Fox Hollow Elementary.

Walkways shall be provided from schools and parks to those portions of residential subdivisions in which homes back such facilities.

By providing such facilities, children will have access to parks and schools without walking around residential blocks.

On collectors, sidewalks and pedestrian ways should be clearly separated from vehicular access and be designed to convey pedestrians to schools and neighborhood services.

Parking strips on collectors separate pedestrians from vehicular access. Parking

strips are also an alternative to deeper setbacks on residential properties fronting collectors. Residential collectors should also be designed to include bike lanes if such collectors have sufficient width, will connect to neighborhood schools or parks, and provide clear access to the arterial network. If the residential collector provides clear traffic flow east-west or north-south, the bike lanes offer a means to travel on a low volume roadway through a neighborhood to the major streets surrounding the neighborhood. Nathan Lane and Stonebrook Lane are illustrations of this principle.

Higher density housing should be located closer to service areas and those streets designed to move traffic, such as arterial streets and collectors, with access only to the collector street.

Apartments and townhouses are located adjacent to arterial

and collector streets for two reasons. Larger lots necessary for higher density housing offer opportunities for building layout, setbacks, and buffering with berms and fences to minimize the impact of street noise. If apartments and townhouses are located close to arterial streets, traffic from apartments will not move through neighborhoods. However, higher density housing should still be clustered: it should not be used to line arterial streets.

Bikeways should tie residential neighborhoods to schools, shopping, and employment.

Bikeways offer an alternative to the automobile and provide transportation facilities for those unable to drive, primarily the youth of the City.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
AMENDING DWELLING UNIT DEFINITIONS IN TITLE 11,
CHAPTERS 2 AND 7 FOR CLARITY AND CONSISTENCY;
PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY
SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the City desires to have effective and consistent zoning regulations; and

WHEREAS, the City is aware of provisions in the Zoning Code which create undesirable and unintended consequences and are inconsistent with the principles of the Comprehensive Plan; and

WHEREAS, the Council believes the proposed modifications to the Zoning Code will address these issues; and

WHEREAS, the Council also believes the proposed changes will increase housing choices in residential neighborhoods.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1. Title 11, Chapter 2 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

...

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone. *Indicates uses that are subject to specific land use provisions set forth in the Standards for								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use	RE	RP	R1	R2	TN	RMH	R3	R3A

Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, Accessory Unit*	P			P	P		P	P
Dwelling, Multi-Unit*				P*	P		P	P
<u>Dwelling, Multi-Unit Attached*</u>				<u>P</u>	<u>P</u>		<u>P</u>	<u>P</u>
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			P
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P

Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		
...								

11-2-4: ALLOWED USES IN COMMERCIAL ZONES.

Table 11-2-2: Allowed Uses in Commercial Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.					
*Indicates uses that are subject to specific land use provisions set forth in the Standards for					
	Commercial				
Proposed Land Use	PB	CC	LC	HC	PT
Accessory Use*	P	P	P	P	P
Accessory Use, Fuel Station*		P	P	P	
Accessory Use, Storage Yard*		P	P	P	
Amusement Center, Indoor		P	P	P	
Amusement Center, Indoor Shooting Range*		P	P	P	
Amusement Center, Outdoor*				P	
Animal Care Clinic*	P	P	P	P	
Animal Care Facility*				P	
Bed and Breakfast*		P	P		P
Boarding /Rooming House		P	P		P
Building Material, Garden and Farm Supplies			P	P	
Cemetery*		C ₂	C ₂	C ₂	
Club*		P	P	P	

Communication Facility		P	P	P	
Day Care, all Types*	P	P	P	P	P
Drinking Establishment		P		P	
Drive-through Establishment *	P*	P	P	P	P
Dwelling, Accessory Unit *		P	P	P	P
Dwelling, Multi-Unit*		P	P		P
<u>Dwelling, Multi-Unit Attached*</u>		<u>P</u>	<u>P</u>		<u>P</u>
Dwelling, Single Unit Attached*			P		
Dwelling, Single Unit Detached			P		
Dwelling, Two Unit			P		P
Eating Establishment		P	P	P	P
Eating Establishment, Limited	P	P	P	P	P
Financial Institutions	P	P	P	P	P
Entertainment and Cultural Facilities	P	P	P	P	P
...					

...

11-2-6: STANDARDS FOR ALLOWED USES

...

(P) Dwelling, Single-Unit Attached, and Multi- Unit Attached.

- (1) Every lot upon which ~~a single-unit home attached~~ an attached dwelling is located shall have frontage upon a dedicated public street.
- (2) No ~~single-unit~~ attached dwelling shall be located above another dwelling unit, either in whole or part.
- (3) Each ~~single-unit~~ attached dwelling shall have at least one (1) direct pedestrian access from the interior of the dwelling to the exterior boundaries of the lot. No pedestrian access to an attached ~~single-unit~~ dwelling unit may be held in common with any other ~~single-unit~~ attached dwelling unit.
- (4) Except as noted below, ~~a single-unit~~ an attached dwelling shall have no facilities or property in common with any other ~~single-unit~~ attached dwelling and all such dwelling units shall be structurally and functionally independent from another. All ~~single-unit~~ attached dwellings shall have separate electrical service, water service

lines from all other of such dwellings. Common facilities or property are allowed for the following:

- (a) Common party walls constructed in accordance with the International Building Code.
 - (b) Foundations supporting attached or party walls.
 - (c) Flashing at the termination of the roof covering any attached walls.
 - (d) Roofs.
 - (e) Vehicular access to a dedicated street from off-street parking facilities or garages.
- (5) No building permit shall be issued for the construction of ~~a single-unit~~ an attached dwelling unless a common facilities agreement or party wall agreement for Declaration of Condominium has been filed with the Bonneville County Recorder's Office for each such dwelling which shares common facilities with another unit. Such agreement shall include a legal description of the lots sharing common facilities and shall allocate responsibility between the owners of such lots the use, maintenance, and ownership of all common facilities.
- (6) All ~~single-unit~~ attached dwellings shall meet the dwelling unit separation requirements of the officially adopted and applicable building codes of Idaho Falls.
- (7) A lot upon which ~~a single-unit~~ an attached dwelling is located need not comply with the zone's minimum area and width requirements, provided such lot complies with the zone's location of buildings.
- (8) The net density of ~~single-unit~~ attached dwellings shall not exceed the density allowed in the zone where it is located. Public rights-of-way shall be excluded when calculating net density.
- (9) An interior ~~single-unit~~ attached dwelling shall be allowed to increase the maximum lot coverage by ten percent (10%).

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SECTION 2. Title 11, Chapter 7 of the City Code of the City of Idaho Falls, Idaho, is hereby amended as follows:

11-7-1: DEFINITIONS

...	
Dwelling Unit	<p>A structure(s) designed for or occupied exclusively by one (1) “household,” for living or sleeping purposes and having one (1) kitchen or set of cooking facilities, or group residence in which eight (8) or fewer unrelated persons with disabilities, elderly persons, or minors when in a facility licensed by the State of Idaho and who are supervised at the group residence in connection with their disability or age related infirmity under the following conditions:</p> <ol style="list-style-type: none"> 1. Resident staff, if employed, need not be related to each other or to any of the persons with disabilities, elderly persons, or minors residing in the group residence 2. No more than two (2) of such staff shall reside in the dwelling at any one time. <p>The term dwelling does not include boarding /rooming house, lodging, residential care facility or recreational vehicle.</p>
Dwelling, Accessory Unit	A dwelling unit that is incidental and subordinate to the principal use of the premises and that does not alter the essential characteristic of the use. In commercial and industrial zones, these units may be allowed for use as a custodial or caretaker dwelling unit.
Dwelling, Single Unit Attached	A structure containing two (2) dwelling units attached by a common wall or walls, where each dwelling unit is located on a separate lot.
Dwelling, Single Unit Detached	A structure consisting of only a single dwelling unit separated from all other dwelling units by open space.
Dwelling, Two-Unit	A structure consisting of two (2) dwelling units which may either be attached side by side or one (1) above the other.
Dwelling, Multi-Unit	A structure, or portion thereof, that contains three (3) or more dwelling units, where all such units are located on the same property.
<u>Dwelling, Multi Unit Attached</u>	<u>A structure containing more than two (2) dwelling units attached by a common wall or walls, where each dwelling unit is located on a separate lot and each unit has open space on at least two (2) sides.</u>

...	
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...

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

SECTION 4. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of December, 2020.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
AMENDING DWELLING UNIT DEFINITIONS IN TITLE 11, CHAPTERS 2
AND 7 FOR CLARITY AND CONSISTENCY; PROVIDING SEVERABILITY,
CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING
EFFECTIVE DATE.”

(SEAL)

KATHY HAMPTON, CITY CLERK



MEMORANDUM

FROM: Brad Cramer, Director

DATE: Monday, November 30, 2020

RE: Annexation and Initial Zoning of RP & R1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, 13.479 Acres, Southpoint Division 10.

Council Action Desired

☒ Ordinance

☐ Resolution

☒ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Ordinance annexing 13.479 acres, Southpoint Division 10 under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

2. Approve the Reasoned Statement of Relevant Criteria and Standards for the annexation of 13.479 acres, Southpoint Division 10 and give authorization for the Mayor to execute the necessary documents.

3. Assign a Comprehensive Plan Designation of "Low Density Residential" and approve the Ordinance establishing the initial zoning for RP & R1 under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate), that the City limits documents be amended to include the area annexed herewith, and that the City Planner be instructed to reflect said annexation, amendment to the Comprehensive Plan, and initial zoning on the Comprehensive Plan and Zoning Maps located in the Planning office.

4. Approve the Reasoned Statement of Relevant Criteria and Standards for the Initial Zoning of RP and R1 and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

Attached is the application for Annexation and Initial Zoning of RP and R1, Annexation and Zoning Ordinances, and Reasoned Statement of Relevant Criteria and Standards, 13.479 Acres,

Southpoint Division 10. The Planning and Zoning Commission considered this item at its April 21, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Relevant PBB Results & Department Strategic Plan



Consideration of the annexation/initial zoning must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and livable Communities.

Interdepartmental Coordination

The annexation legal description has been reviewed by the Survey Division.




Fiscal Impact

NA




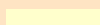











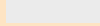

Legal Review

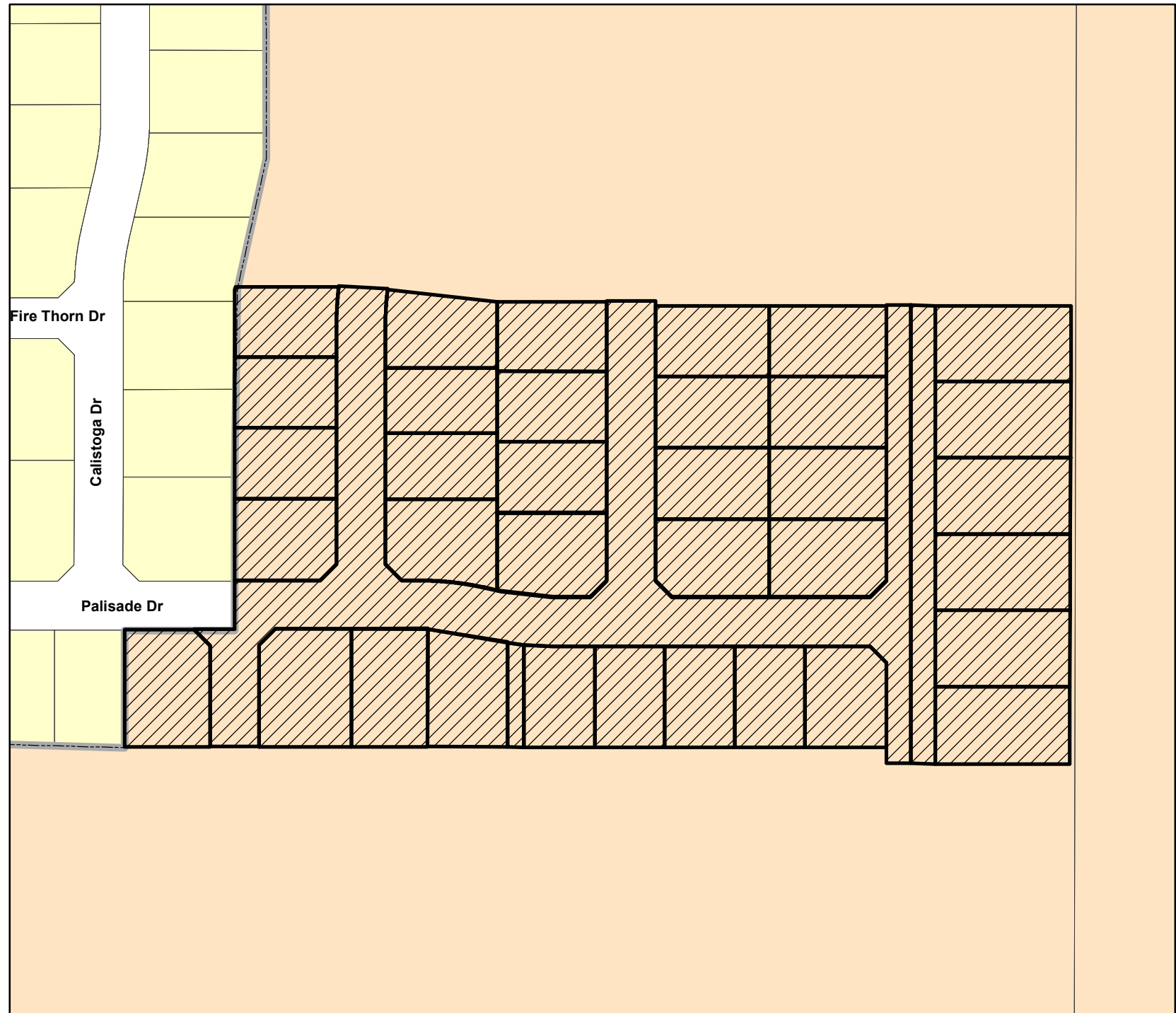
This application and ordinance have been reviewed by Legal pursuant to applicable law.

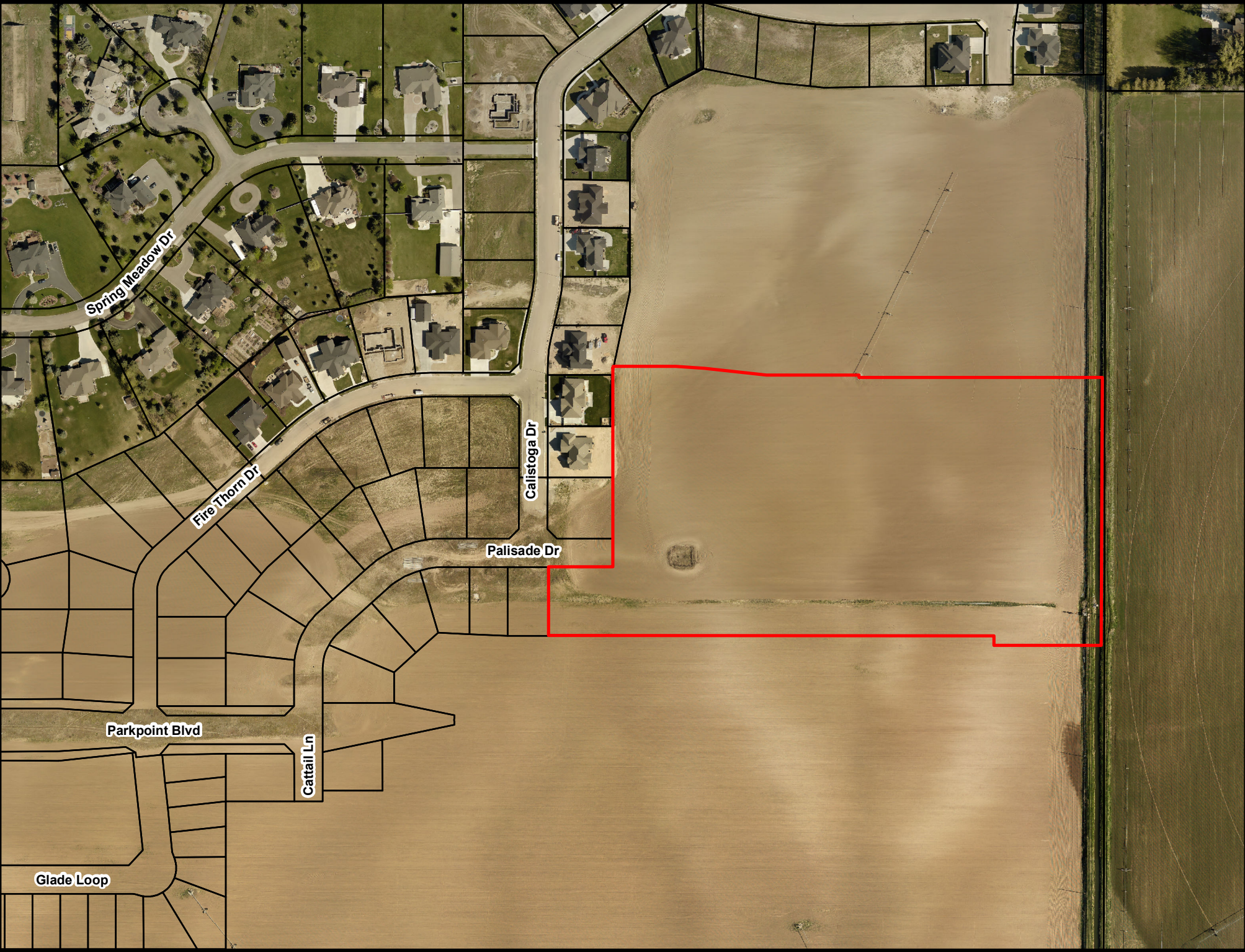
Legend

-  Site - CP
-  City Limits
-  Area of Impact

Overlays

-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P





Spring Meadow Dr

Fire Thorn Dr

Callistoga Dr

Palisade Dr














Parkpoint Blvd

Cattail Ln

Glade Loop

Annexation and Initial Zoning

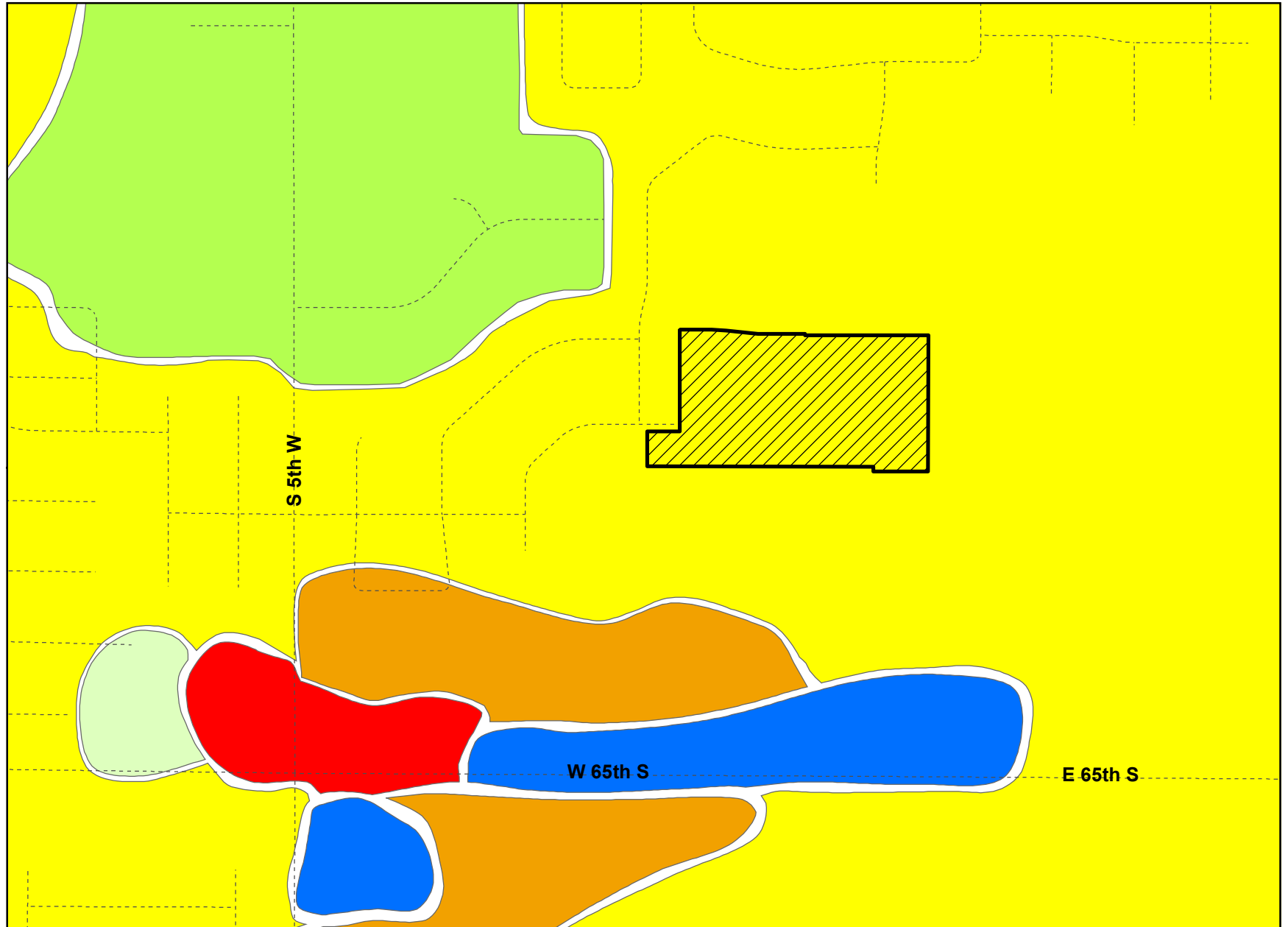
Southpoint Division 10

- | | | | | |
|---|--|---|--|---|
|  Estate |  Greenbelt Mixed Uses |  Commercial |  Higher Education Centers |  Railroad Related Industrial |
|  Low Density |  Parks, Recreation |  Employment Centers |  Planned Transition | |
|  Higher Density |  Public Facilities, Open Spaces |  Medical Services Center |  Highway Related Industrial | |

Comprehensive
Plan


IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
ANNEXATION AND INITIAL ZONING OF RP & R1
SOUTHPOINT DIVISION 10
APRIL 7, 2020



Community
Development
Services

Applicant: Jeff Freiberg

Project Manager: Naysha Foster

Location: Generally north of W 65th S, east of S 5th W, south of W49th S, and west of S Holmes Ave.

Size: 13.49 acres

Existing Zoning: County A1

North: County A1

South: County A1

East: County A1

West: RP

Proposed Zoning: RP & R1

Existing Land Uses:

Site: Vacant

North: Agriculture

South: Agriculture

East: Agriculture

West: Residential

Future Land Use Map:

Low Density

Attachments:

1. Comprehensive Plan Policies
2. Zoning Information
3. Maps and Aerial Photos

Requested Action: To **recommend** approval of annexation and initial zoning of RP and R1 to the Mayor and City Council.

Staff Comments: The Property is located west of Southpoint Division 7. Near the intersection of S 5th w and W 65th S.

Annexation: This is a Category A annexation as it is requested by the property owner. City Limits are contiguous to the west property boundary. Annexation of the property is consistent with the city's Comprehensive Plan.

Initial Zoning: The proposed zoning is RP and R1. Two point five three (2.53) acres along the east boundary would be RP, with the rest of the property zoned R1. The R1 zone has a maximum lot size of 13,500 square feet. The lots along the eastern boundary are larger than the maximum, but will meet the minimum requirements for the RP zone. Both proposed zones are low density residential. The principle use permitted in RP zones is single unit dwellings. RP promotes a suburban development pattern with large lots and is automobile-oriented. The R1 zone is less automobile-oriented and more walkable development pattern, with somewhat smaller lots. R1 permits single attached and detached dwelling units.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of RP and R1 as it is consistent with the policies of the Comprehensive Plan.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls. New and existing development should foster inclusiveness and connectivity through mixed housing types and sizes. Neighborhood connections through paths, parks, open spaces and streets. (pg. 40)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (pg. 67)

Transportation Plan: Streets within the Southpoint Subdivision are local streets. Local streets provide access to adjacent land. Each abutting property usually has access to the street, and parking is permitted on the street. Local streets make up a large percentage of the total street mileage of the city but carry a small proportion of the vehicle miles of travel.

5th West is a minor arterial. The spacing for minor arterial streets is one half mile to one mile, the number and spacing of driveways is controlled, parking is generally prohibited but not always, the speed is 30 to 35 miles per hour, and minor arterials comprise 10- 20% of the street system. Minor arterial streets are the backbone of the street system.

Zoning Ordinance:

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8
*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.								

(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft²), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.
- (2) In the R2 zone, seven hundred and fifty square feet (750 ft²) shall be added to the minimum required area for each additional dwelling unit.
- (3) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 ft²) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.								
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, Accessory Unit*	P			P	P		P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18)

April 21, 2020

7:00 p.m.

Planning Department

Council Chambers

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Arnold Cantu, Joanne Denney, Margaret Wimborne, Lindsey Romankiw, Brent Dixon, George Morrison.

MEMBERS ABSENT: George Swaney, Gene Hicks

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brian Stephens; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: No Minutes.

Business:

1. ANNEX 20-001: ANNEXATION/INITIAL ZONING. Southpoint Division 10 Annex and Initial Zoning of RP & R1. Foster presented the staff report, a part of the record. Black lost internet at some point, and Co-Chairman Romankiw completed chairing this item.

Applicant: Jeff Freiberg. Stood for questions. Dixon asked what is pushing the R1 in this area and is concerned with spot zoning. Freiberg stated that the new zoning ordinance is pushing it. Freiberg stated that the R1 is different than RP, so they have had to change the zoning to meet the new zoning ordinance, and that is why there is RP on the east side next to the canal. Naysha confirmed that R1 has a maximum of 12,000 and cannot go over 13,000 so he was directed by staff to zone this way. Dixon stated that .22 acres kicks down to R1. Freiberg stated that the old RP zoning ordinance is different than the new zoning ordinance. Freiberg stated that he is just trying to make the lots fit into a zoning ordinance. Dixon asked about the cut off point for RP. Naysha stated that the maximum for R1 is 13,500. Cramer showed the table that has the minimum and maximums. Dixon stated that a preliminary plat is coming up and gives it in acreage. Cramer stated that 12,000 sq. ft is .27 acres.

Dixon moved to recommend to the Mayor and City Council approval of the Annexation and Initial Zoning of RP & R1 to the Mayor and City Council with the Stipulation that staff clearly identify the parts that are RP and R1, Morrison seconded the motion and it passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 13.49 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, as follows:

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2020.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS,
IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 13.49 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 13.49 ACRES AND INITIAL ZONING OF RP AND R1 LOCATED GENERALLY NORTH OF W 65TH S, EAST OF S 5TH W, SOUTH OF W 49TH S, AND WEST OF S HOLMES AVE, ALSO KNOW AS SOUTHPOINT DIVISION 10.

WHEREAS, the applicant filed an application for an application for annexation on February 26, 2020;
and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 21, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 10, 2020; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Subdivision and Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 13.49 acre parcel located generally north of W 65th S, east of S 5th W, south of W 49th S, and west of S Holmes Ave.
3. The Comprehensive Plan designates this area as Low Density Residential.
4. This is a category "A" annexation requested by the applicant.
5. The proposed annexation complies with the purposes set forth within the Comprehensive Plan of the City of Idaho Falls.
6. Annexation of the area will allow for orderly development and efficient, equitable and economical delivery of municipal services within the urbanizing areas.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria and Standards, the Planning and Zoning Commission of the City of Idaho Falls approved the annexation and initial zoning as presented..

PASSED BY THE CITY OF IDAHO FALLS CITY COUNCIL

THIS _____ DAY OF DECEMBER,
2020

Rebecca L. Noah Casper, Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A
MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING
FOR THE INITIAL ZONING OF APPROXIMATELY 13.49 ACRES
DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS RP AND R1 ZONE;
AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY AND
ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is RP and R1 Zone for such annexed lands such zoning is consistent with current City of Idaho Falls Comprehensive Plan Land use designation “Low Density”; and

WHEREAS, the proposed zoning districts are consistent and compatible with the existing and surrounding zoning districts and consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the Idaho Falls Planning and Zoning Commission held a duly noticed public meeting on April 21, 2020 and recommended approval of zoning the subject property RP and R1; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public meeting and passed a motion to approve the RP and R1 zoning on December 10, 2020

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, THAT:

SECTION 1. Legal Description. The land described in Exhibit A be hereby zoned RP and Exhibit B be hereby zoned R1.

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zone RP and R1 Zones and the City Planned is hereby ordered to necessary amendments to the Official Maps of the City of Idaho Falls which are on file at the City Planning Offices, 680 Park Ave.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho,
this 10th day of December, 2020.

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO,
DO HERBY CERTIFY:

That the above and forgoing full, true, and correct copy of this Ordinance entitled, “
AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPLE
CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE INITIAL
ZONING OF APPORXIMATELY 13.49 ACRES DESCRIBED IN EXHIBIT A OF
THIS ORDINANCE AS RP AND R1 ZONE; AND PROVIDING SERVERABILITY,
PUBLICATION BY SUMMARY AND ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 13.49 ACRES AND INITIAL ZONING OF RP AND R1 LOCATED GENERALLY NORTH OF W 65TH S, EAST OF S 5TH W, SOUTH OF W 49TH S, AND WEST OF S HOLMES AVE, ALSO KNOW AS SOUTHPOINT DIVISION 10.

WHEREAS, the applicant filed an application for an application for annexation on February 26, 2020;
and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on April 21, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 10, 2020; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Subdivision and Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 13.49 acre parcel located generally north of W 65th S, east of S 5th W, south of W 49th S, and west of S Holmes Ave.
3. The Comprehensive Plan designates this area as Low Density Residential.
4. The proposed zone of RP and R1 complies with the purposes set forth within the Comprehensive Plan of the City of Idaho Falls.
5. The Planning and Zoning Commission recommended approval of the RP and R1 Zones.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria and Standards, the Planning and Zoning Commission of the City of Idaho Falls approved the annexation and initial zoning as presented.

PASSED BY THE CITY OF IDAHO FALLS CITY COUNCIL

THIS _____ DAY OF DECEMBER,
2020

Rebecca L. Noah Casper, Mayor



MEMORANDUM

FROM: Brad Cramer, Director

DATE: Tuesday, December 1, 2020

RE: Final Plat and Reasoned Statement of Relevant Criteria and Standards, Southpoint Division 10

Council Action Desired

- ☐ Ordinance
 ☐ Resolution
 ☐ Public Hearing

☒ Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Development Agreement for Southpoint Division 10 Subdivision, and give authorization for the Mayor and City Clerk to execute the necessary documents (or take other action deemed appropriate).
2. Accept the Final Plat for Southpoint Division 10 Subdivision, and give authorization for the Mayor, City Engineer, and City Clerk to sign said Final Plat (or take other action deemed appropriate).
3. Approve the Reasoned Statement of Relevant Criteria and Standards for the Final Plat for Southpoint Division 10 Subdivision, and give authorization for the Mayor to execute the necessary documents (or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for the Final Plat and Reasoned Statement of Relevant Criteria and Standards for Southpoint Division 10. The Planning and Zoning Commission considered this item at its April 21, 2020 meeting and recommended approval by a unanimous vote. Staff concurs with this recommendation.

Relevant PBB Results & Department Strategic Plan



Consideration of the Final Plat must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The Final Plat was reviewed by staff from Fire, Idaho Falls Power, BMPO, Water, Planning, Sewer, Engineering, Survey, Sanitation, and Parks and Rec.

Fiscal Impact

NA




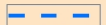

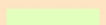
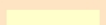












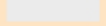

Legal Review

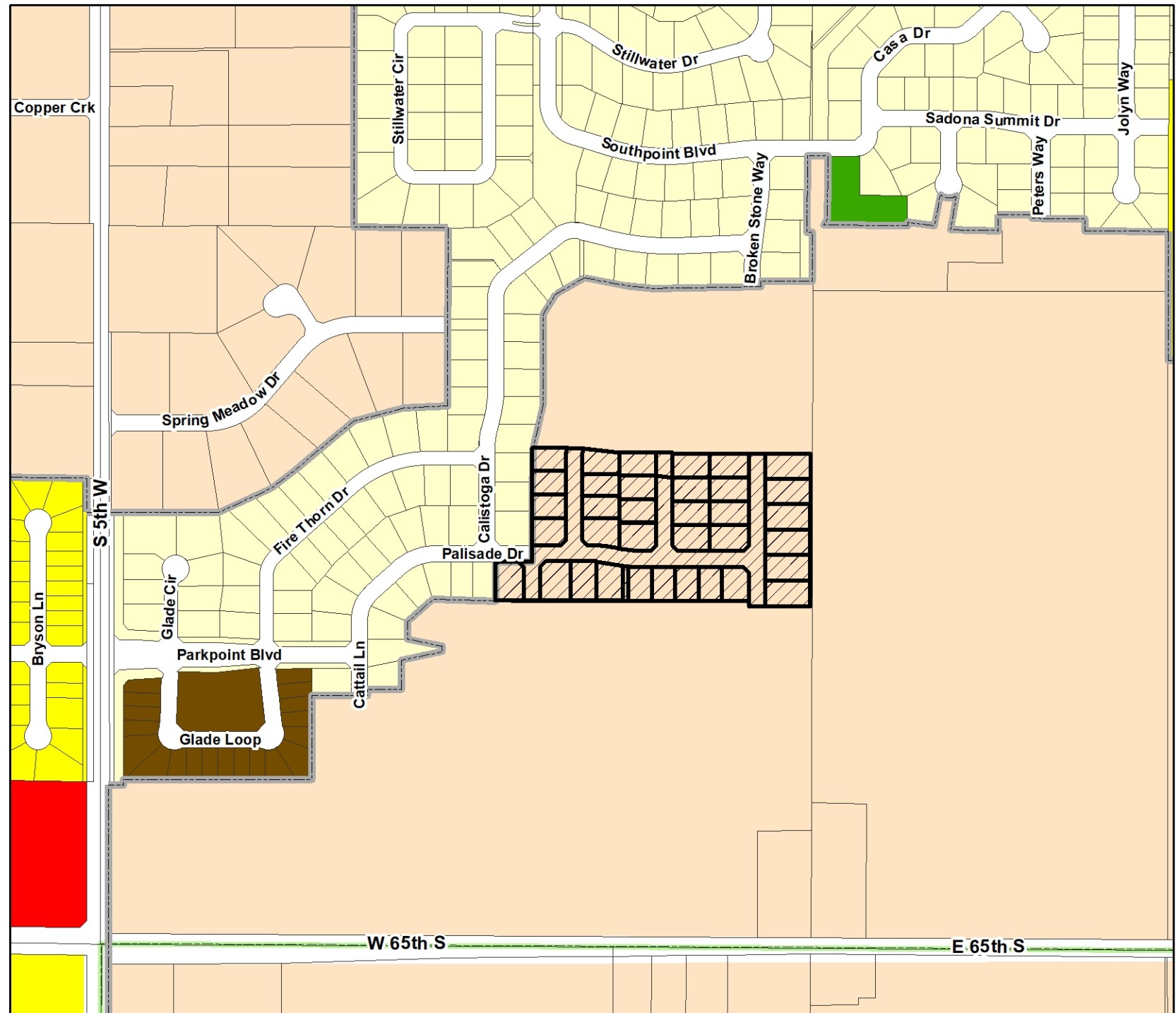
This application and development agreement have been reviewed by Legal pursuant to applicable law.

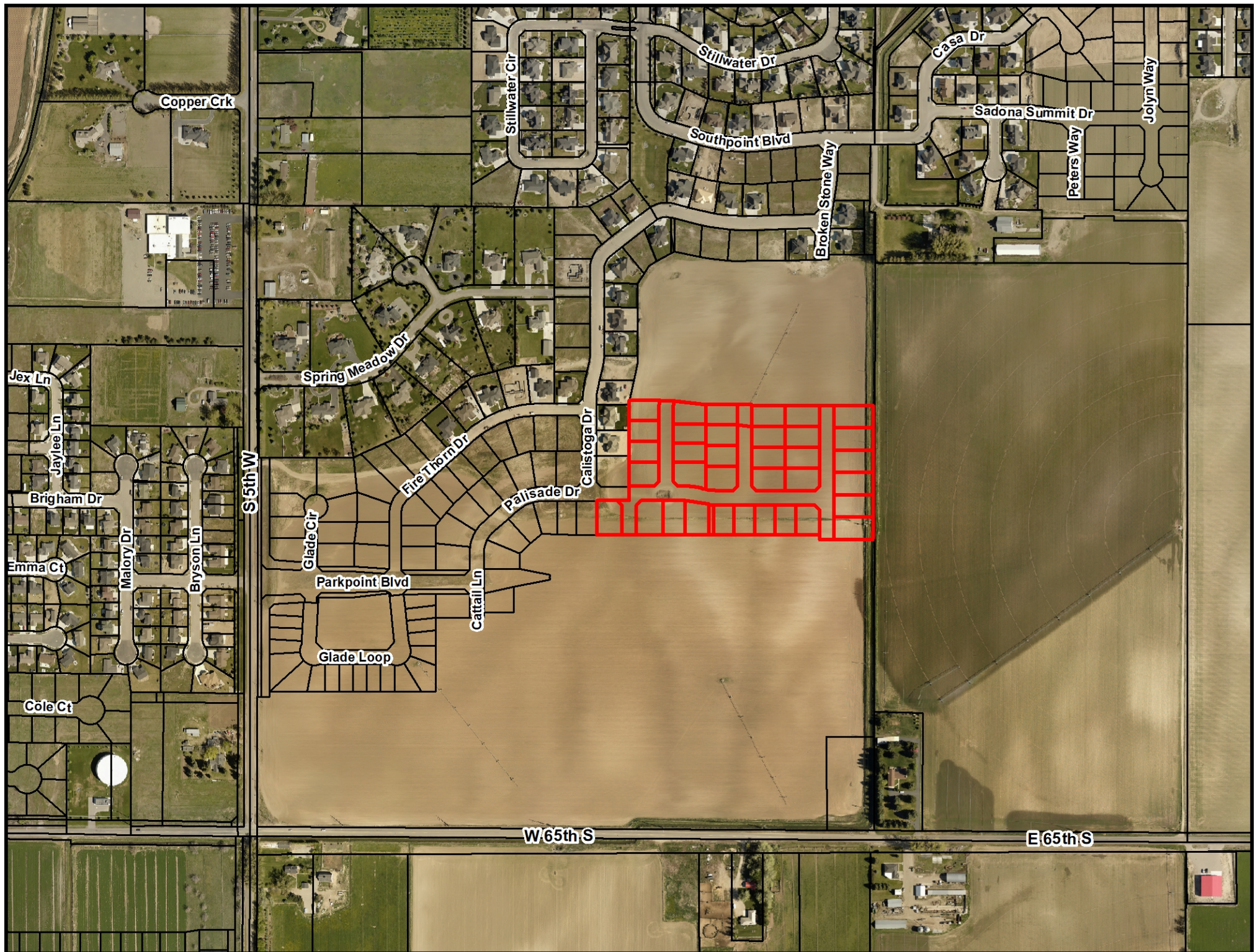
Legend

-  Site
-  City Limits
-  Area of Impact

Overlays

-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P



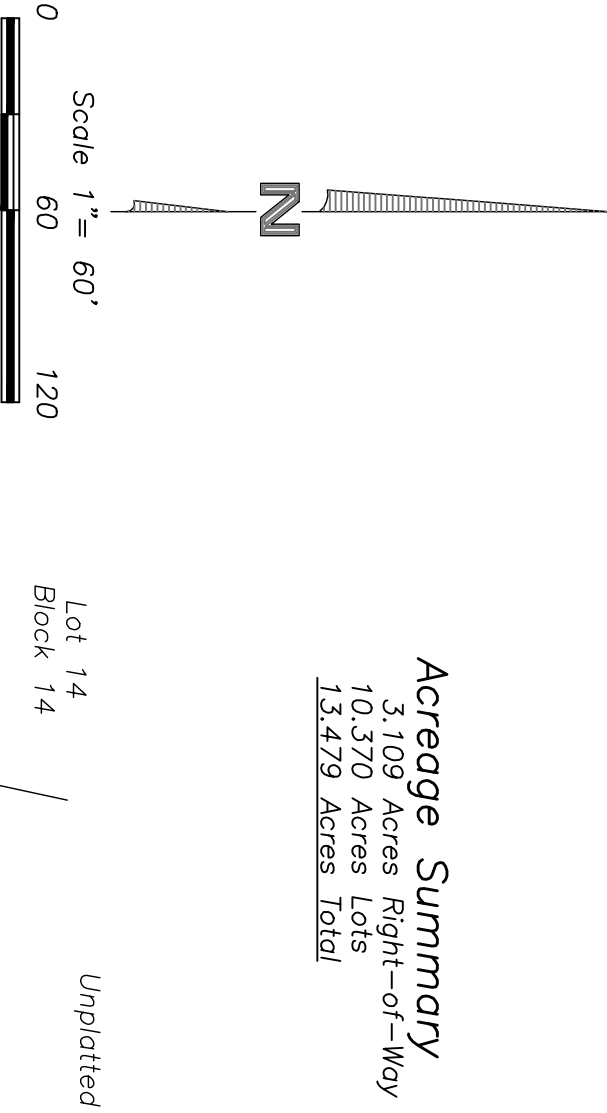


Acreage Summary
3,109 Acres Right-of-Way
10,370 Acres Lots
13,479 Acres Total

SOUTHPOINT DIVISION NO. 10
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
BEING IN PART OF THE SW 1/4 OF SECTION 6,
TOWNSHIP 1 NORTH, RANGE 38 EAST, B.M.
(Sheet 1 of 2)

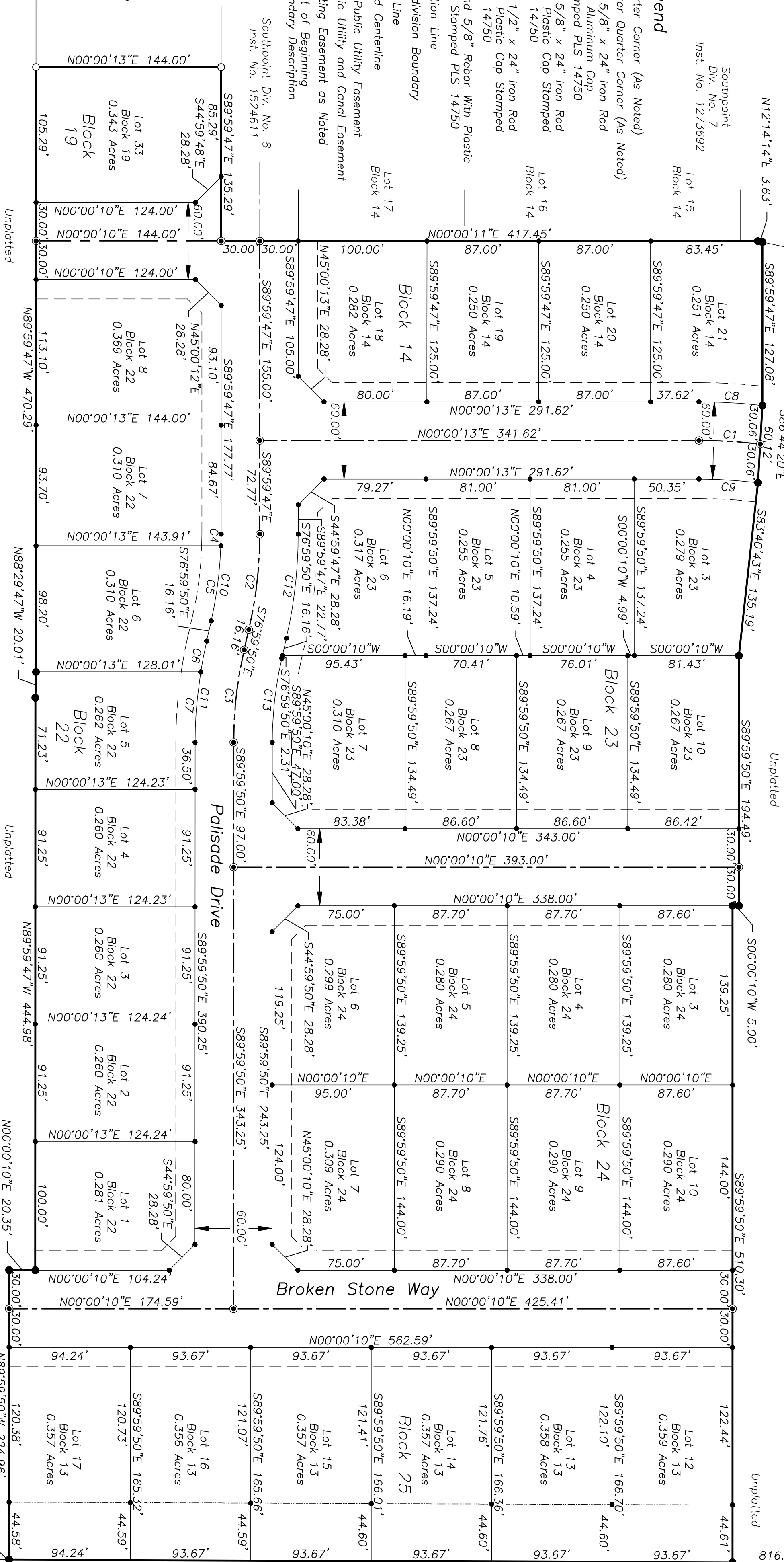
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH BEARING AND DISTANCE
C1	47.78'	400.00'	650.40"	50°37'53.47"W 47.78'
C2	74.87'	350.00'	1239.97"	S83°29'48"E 74.71'
C3	72.61'	350.00'	1300.00"	S83°29'50"E 72.45'
C4	9.03'	300.00'	1°43'29"	N89°08'02"W 9.03'
C5	59.03'	300.00'	1°16'28"	N82°38'04"W 58.94'
C6	24.46'	350.00'	4°00'14"	S78°59'57"E 24.45'
C7	54.96'	350.00'	8°59'47"	S85°29'57"E 54.90'
C8	49.49'	450.00'	6°35'38"	S03°34'18"W 49.46'
C9	46.08'	370.00'	7°08'09"	S83°29'48"E 46.05'
C10	68.06'	300.00'	12°59'57"	S83°29'48"E 67.92'
C11	79.42'	350.00'	13°00'01"	N83°29'50"W 79.24'
C12	81.68'	350.00'	12°59'57"	S83°29'48"E 81.50'
C13	65.80'	290.00'	13°00'00"	S83°29'50"E 65.66'

Center Quarter Corner Sec. 6
With Plastic Cap PLS 10786
C.P.&I. Instrument Number
1230508 PLS 10786



Legend

- Quarter Corner (As Noted)
- Center Quarter Corner (As Noted)
- Set 5/8" x 24" Iron Rod With Aluminum Cap Stamped PLS 14750
- Set 5/8" x 24" Iron Rod With Plastic Cap Stamped PLS 14750
- Set 1/2" x 24" Iron Rod With Plastic Cap Stamped PLS 14750
- Found 5/8" Rebar With Plastic Cap Stamped PLS 14750
- Section Line
- Subdivision Boundary
- Lot Line
- Road Centerline
- 15' Public Utility Easement
- Public Utility and Canal Easement
- Existing Easement as Noted
- Point of Beginning
- POB
- Boundary Description



500°12'54"W 562.59'
(Basis of Bearing) 500°12'54"W 2638.88'
City of Idaho Falls 2004 Datum
Southpoint Division No. 6 Inst. No. 1236883

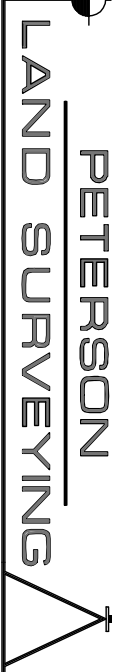
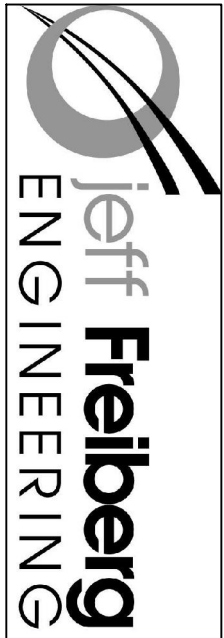
Survey Narrative
Existing monuments and plated lot lines were used to establish the West line of the overall boundary as shown hereon. The remaining North, East and South lines not adjoining existing plotted lot lines were established using client directed configuration meeting current City of Idaho Falls Planning requirements.

Relevant Surveys
Recorded Plat
Southpoint Div. No. 7, Inst. No. 1273692
Recorded Plat
Southpoint Div. No. 8, Inst. No. 1524611
Record of Survey
Mountain River Engineering, Inst. No. 891559

Surveyor's Certificate
I, Frank W. Peterson, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as SOUTHPOINT DIVISION NO. 10, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

Preliminary

Frank W. Peterson License No. 14750 Date



South Quarter Corner Sec. 6
Found Aluminum Cap PLS 3842
C.P.&I. Instrument Numbers
1214804 PLS 3842
641089 PLS 827

Idaho Falls, Idaho (208) 220-6431

Idaho Falls, Idaho (208) 313-5033

SOUTHPOINT DIVISION NO. 10
A SUBDIVISION OF THE CITY OF IDAHO FALLS,
BONNEVILLE COUNTY, IDAHO
BEING IN PART OF THE SW 1/4 OF SECTION 6,
TOWNSHIP 1 NORTH, RANGE 38 EAST, B.M.
(Sheet 2 of 2)

OWNER'S Dedication
KNOW ALL MEN BY THESE PRESENTS: that the undersigned Gary L. Voigt, is the lawful OWNER of the tract of land included within the boundary description shown hereon and has caused the same to be platted and divided into blocks, lots, and streets, which plat shall hereafter be known as Southpoint Division No. 10, a subdivision of the City of Idaho Falls, Idaho, Bonneville County, Idaho.

BE IT FURTHER KNOWN, that OWNER does hereby dedicate grant and convey to the public, all streets and right-of-ways shown hereon, that OWNER also does hereby grant and convey to the City of Idaho Falls all easements forever as irrevocable permanent non-exclusive public easements as shown and described hereon.

OWNER, or his heirs and assigns, agree they will construct no permanent structure within or upon any easement shown hereon, and the City of Idaho Falls and its successors, assigns, permittees or licensees shall also have the right, to remove, cut or trim any trees, brush, ornamental shrubbery or plant which may injure or interfere with the use thereof for its intended purposes, such right may be exercised without prior notice to OWNER or his heirs, successors or assigns.

OWNER or his heirs, successors or assigns further agree that they shall not plant any trees, brush, ornamental shrubbery or plants which may hinder the safe and efficient utilization of said easements.

OWNER or his heirs, successors or assigns further agree that they shall hold City of Idaho Falls or its successors, assigns, permittees or licensees harmless from damage incurred to any items constructed on over or under any easement shown hereon, that were constructed or permitted to be constructed by OWNER or his heirs, successors or assigns subsequent to this instrument.

OWNER or his heirs, successors or assigns do hereby warrant and shall defend such dedication and conveyances in the quiet and peaceful possession of the public or the City of Idaho Falls, as the case may be, against said OWNER and his heirs, successors and assigns, and against every person whomsoever who lawfully holds or who later claims to have lawfully held any rights in said estate as of the date hereof.

IN WITNESS WHEREOF, OWNER has hereunto subscribed his seal and signature this ____ day of _____, 202__.

Owner,

Gary L. Voigt

Acknowledgment

STATE OF Idaho

_____, SS.

COUNTY OF Bonneville

On this ____ day of _____, 20____, before me the undersigned, a notary public in and for said state, personally appeared Gary L. Voigt, known or identified to me to be the person whose name is subscribed in the attached OWNER'S Dedication and the Drinking Water System Certificate and acknowledged to me that he is authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and the year in this certificate first above written.

Notary Public for the State of _____

Reading at: _____
Commission Expiration Date: _____

County Surveyor's Verification
I certify that I am a licensed professional land surveyor in the State of Idaho and that I have examined this plat and find it complies with I.C. § 50-1305.

Date _____ Bonneville County Surveyor, Shane C. Remer PLS 12222

Surveyor's Certificate

I, Frank W. Peterson, a licensed professional land surveyor in the State of Idaho, do hereby certify that the survey of this subdivision, designated as SOUTHPOINT DIVISION NO. 10, was made under my direction, and that said subdivision is truly and correctly surveyed and staked as provided by law and in accordance with the accompanying plat as described hereon.

Preliminary

Frank W. Peterson

License No. 14750

Date _____



ENVIRONMENTAL HEALTH SPECIALIST, REHS

Date: _____

Drinking Water System Certificate

Pursuant to I.C. § 50-1334, the OWNER does hereby, certify that all lots shown on this plat are eligible to receive water from the City of Idaho Falls municipal water system, and said City has agreed in writing to provide culinary water service to said lots pursuant to the provisions of Title 8, Chapter 4 of the Idaho Falls City Code, as amended from time to time.

IN WITNESS WHEREOF, OWNER has hereunto set his signature this ____ day of _____, 202__.

Owner,

Gary L. Voigt

Recorders Certificate

I hereby certify that the foregoing plat SOUTHPOINT DIVISION NO. 10, was filed in the Office of the Recorder of Bonneville County, Idaho

Bonneville County Recorder Date _____

Boundary Description
A parcel of land being part of the Southwest Quarter of Section 6, Township 1 North, Range 38 East, Boise Meridian, described as follows:

Commencing at the South Quarter Corner of said Section 6 and running thence N00°12'34"E 1260.11 feet along the North South center section line of said Section 6, to the True Point of Beginning; thence S89°59'47"W 224.96 feet along the North-South line N89°59'40"W 224.96 feet thence N00°00'10"E 20.35 feet, thence N89°59'47"W 444.98 feet thence N89°29'47"W 20.01 feet, thence N89°59'47"W 470.29 feet to the Southwest corner of lot 34, Block 19 of the recorded subdivision of Southpoint Div. No. 8, having Instrument No. 1324611 at the Bonneville County, Idaho Records Office, thence along the East line of Southpoint Div. No. 8 and the East line of the recorded subdivision of Southpoint Div. No. 7 having Instrument No. 1273692 at the Bonneville County, Idaho Records Office the following the following four (4) courses, (1) N00°00'13"E 144.00 feet, (2) S89°59'47"E 135.29 feet, (3) N00°00'11"E 417.45 feet, (4) N12°14'14"E 3.63 feet, thence leaving said East lines S89°59'47"E 127.08 feet, thence S86°44'20"E 60.12 feet, thence S85°40'43"E 135.19 feet, thence S89°59'50"E 194.49 feet, thence S00°00'10"W 5.00 feet, thence S89°59'50"E 510.30 feet to said North South center section line, thence along said North South center section line S00°12'34"W 562.39 feet to the True Point of Beginning.

Parcel contains 13.479 Acres.

Irrigation Water Rights Release

The property included in this plat has petitioned for and been removed from all future irrigation water rights.

Date: _____ Instrument No. TBD _____

Treasurers Certificate

I, the undersigned County Treasurer in and for the County of Bonneville, State of Idaho, pursuant to the requirements of I.C. §50-1308, do hereby certify that all County property taxes due for the property included in the Boundary Description shown hereon are current.

Date _____ Bonneville County Treasurer

City Acceptance

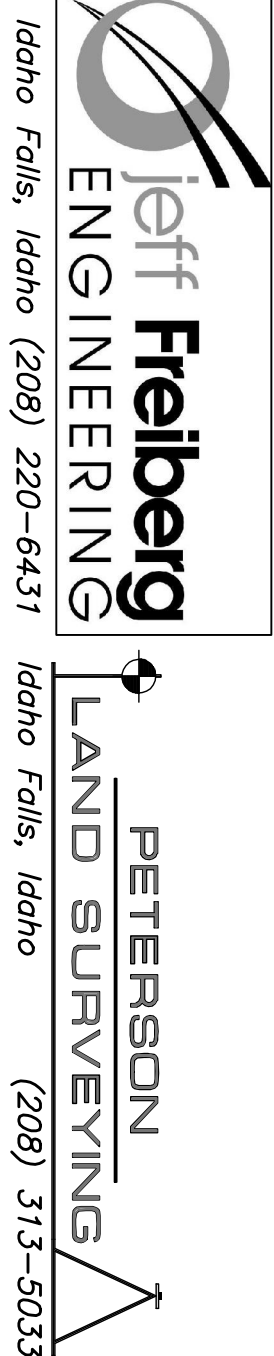
The accompanying plat was duly accepted and approved by the City Council of Idaho Falls, adopted this ____ day of _____, 202__.

Mayor _____

City Clerk _____

City Engineer _____

Kent J. Fugel, PE 9247 Kenneth Baldwin Roberts, PLS 9755



Idaho Falls, Idaho (208) 220-6431

Idaho Falls, Idaho

(208) 373-5033

IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
Final Plat
Southpoint Division 10
April 21, 2020



Community
Development
Services

Applicant: Jeff Freiberg
Engineering

Project Manager: Naysha
Foster

Location: Generally north of
W 65th S, east of S 5th W,
south of W49th S, and west of
S Holmes Ave.

Size: 13.49 acres

Total Lots: 36

Buildable Lots: 35

Common Lots: 1

Existing Zoning:

Site: RP and R1
North: County A1
South: County A1
East: County A1
West: RP

Existing Land Uses:

Site: Vacant
North: Agriculture
South: Agriculture
East: Agriculture
West: Residential

Future Land Use Map:

Low Density Residential

Attachments:

1. Zoning Map
2. Aerials
3. Preliminary Plat
4. Proposed Final Plat

Requested Action: To **recommend** to the Mayor and City
Council approval of the final plat for Southpoint Division 10.

Staff Comments: The preliminary plat was approved in
February 8, 2000. The proposed layout is very similar to the
initial layout of the preliminary plat. The proposed final plat
includes 36 total lots with 35 buildable lots and one
unbuildable lot consisting of .058 acres. The unbuildable lot is
located in the center of Block 22 in the south portion of the
proposed final plat. The tenth division will tie into the rest of
the subdivision street network. The proposed final plat meets
the density requirements and all buildable lots meet the lot
size requirements for the RP and R1 Zone. The gross density
is one unit per 2.67 acres. 5th West is a minor arterial and sits
west of the proposed final plat.

Staff Recommendation: Staff has reviewed the final plat
and finds that it complies with both the Zoning and
subdivision ordinance. Staff recommends approval of the
final plat.

Subdivision Ordinance: Boxes: with an "X" indicated compliance with the ordinance

REQUIREMENTS	Staff Review
Building envelopes sufficient to construct a building.	X
Lot dimensions conform to the minimum standards of Zoning Ordinance.	X
Lots have full frontage on, and access to, a dedicated street.	X
Residential lots do not have direct access to arterial streets.	X
Direct access to arterial streets from commercial or industrial lots shall be permitted only where it can be demonstrated that: 1) The direct access will not impede the flow of traffic on the arterial or otherwise create an unsafe condition; 2) There is no reasonable alternative for access to the arterial via a collector street; 3) There is sufficient sight distance along the arterial from the proposed point of access; 4) The proposed access is located so as not to interfere with the safe and efficient functioning of any intersection; and 5) The developer or owner agrees to provide all improvements, such as turning lanes or signals, necessitated for the safe and efficient uses of the proposed access.	NA
Adequate provisions shall be made for soil preservation, drainage patterns, and debris and waste disposal and collection.	X
Sidelines of lots shall be at, or near, right angles or radial to the street lines. All corner lots shall have a minimum radius of twenty feet on the property line.	X
All property within the subdivision shall be included within a lot or area dedicated for public use.	X
All corner lots zoned RP through R3, inclusive, shall be a minimum of ten percent larger in area than the average area of all similarly zoned lots in the plat or subdivision under consideration.	X
All major streets in subdivision must conform to the major street plan of the City, as set forth in Comprehensive Plan.	X
The alignment and width of previously platted streets shall be preserved unless topographical conditions or existing buildings or structures required otherwise.	X
Residential lots adjoining arterial streets shall comply with: 1) Such lots shall have reverse frontage on the arterial streets, 2) such lots shall be buffered from the arterial street by any effective combination of the following: lot depth, earth berms, vegetation, walls or fences, and structural soundproofing, 3) Minimum lot depth shall be 150ft except where the use of berms, vegetation, and structures can be demonstrated to constitute an effective buffer, 4) Whenever practical, existing roadside trees shall be saved and used in the arterial buffer, 5) Parking areas shall be used as part of the arterial buffer for high density residential uses, 6) Annexation and development agreement shall include provisions for installation and continued maintenance of arterial buffers.	NA

Planning Director to classify street on basis of zoning, traffic volume, function, growth, vehicular & pedestrian safety, and population density.	Existing Streets: S. 5 th W (Minor Arterial) west of proposed final plat. Local Streets: All streets located within subdivision.
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Zoning:

11-3-3: Purpose of Residential Zones.

(B) RP Residential Park Zone. This zone provides a residential zone which is representative of an automobile-oriented, suburban development pattern and characterized by large lots. The principal use permitted in this Zone shall be single unit dwellings.

(C) R1 Single Dwelling Residential Zone. The zone provides a residential zone which is representative of a less automobile-oriented, more walkable development pattern, characterized by somewhat smaller lots widths; and somewhat denser residential environment than is characterized of the RP Residential Park Zone. The principal uses in the R1 Residential Zone shall be single detached and attached dwelling units. This zone is also generally located near limited commercial services that provide daily household needs.

Comprehensive Plan Policies:

Residential development should reflect the economic and social diversity of Idaho Falls.

New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p.40)

Arterial streets should be located along the perimeter of residential neighborhoods, preferably at the square mile. At least one east-west collector and one north-south Collector Street should be located in every square mile of residential development. If such collector streets provide access to homes, the design of the collector shall discourage through traffic. (p. 41)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)

Limit access to arterial streets and section line roads. Access management is a process to provide access to adjacent land uses while preserving the safety, capacity, and speed of the arterial street (p.80)

April 21, 2020

7:00 p.m.

Planning Department

Council Chambers

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Arnold Cantu, Joanne Denney, Margaret Wimborne, Lindsey Romankiw, Brent Dixon, George Morrison.

MEMBERS ABSENT: George Swaney, Gene Hicks

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brian Stephens; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: No Minutes.

Business:

3. PLAT 20-005: FINAL PLAT. Southpoint Division 10 Final Plat. Foster presented the staff report a part of the record. Dixon asked if there is a problem with the plat a "glitch". Foster stated that the preliminary called for a cul-de-sac, but the final shows the road going through and there is a wayward line.

Applicant: Jeff Freiberg. Freiberg confirmed that the cul-de-sac goes all the way through. Freiberg is concerned that today they got back the comments from the plat and improvement drawings and the engineering department is now asking for 70' right of way on Palisades Drive and Broken Stone Drive (eastern street) and "Street D". Freiberg stated that when they started working on Southpoint 10, he told them they were working on the preliminary plat and he told them they were taking out the cul-de-sac, and they told him he didn't need to do a new preliminary plat. Freiberg stated that the preliminary plat has 60' right of way on all of the streets, and Broken Stone goes to a 50' right of way. Freiberg stated that they have done a lot of work using 60' streets and now the request for 70' right of way is having the property owner wanting to pull the plat. Freiberg stated that they are tying into an existing 60' right of way on Palisades Drive, and Broken Stone. Freiberg stated that 70' right of way takes a lot of square feet out of the lots and changes the way they want to develop the area.

Wimborne asked for staff to address Freiberg's comments.

Beutler indicated that there was a change to the subdivision ordinance several years ago and it required residential collector streets to have a 70' right of way instead of a 60' right of way. Beutler assumes that public works is seeing these roads as the backbone to getting people in and out of the subdivision and classifying it as a residential collector. Beutler stated that it is a

technical issue and they can sit down with public works and work through what makes sense. Beutler stated that it is not a decision for this Commission regarding right of way access.

Morrison stated that the applicant feels that the entire plat is messed up because of the request for 70' right of way.

Beutler clarified that this plat has had one set of reviews and it is because they are pushing things quickly that they are dealing with the review comments prior to the meetings. Beutler indicated that if they want to slow everything down, they can make sure that everything is tied up and buttoned before it comes to the Commission.

Dixon asked if there is any 70' right of way to the west. Freiberg indicated that there is no 70' right of way to the west. Dixon asked about Broken Stone going through to the south. Freiberg indicated that they would stub down into the south part of Southpoint. Dixon asked about Broken Stone Way not going through and will it be revised. Freiberg stated that Broken Stone will come to Broken Stone from Southpoint 6. Dixon expressed concern about the long straight road. Freiberg stated that after 10 and 11 they would have to do a preliminary plat addressing the south. Freiberg stated that the yellow cul-de-sac south of the red south Point ten would go east and then intersect with Broken Stone. Dixon cautioned running Broken Stone all the way south, and it would be creating problems like they have in Stonebrook. Freiberg stated that after they finish 10 and 11 (north of 10) they will come back with an updated preliminary plat to address how they will finish up south South Point. Dixon asked if the commission should proceed with what is before them with the 60' right of way. Foster indicated that the Commission could proceed.

Black asked Freiberg if the applicant wanted to continue with the final plat. Freiberg would like them to make a motion to approve the Final Plat, but feels that they need to look further into the right of way widths, and so he would suggest probably pulling the final plat and see if they can come to an agreement on the right of way. Cramer stated that it is worth taking action tonight based on the current final plat and something may happen before it goes to City Council, but if no action is taken tonight then it cannot proceed to City Council until at least after the next P&Z Meeting. Cramer believes it is appropriate to move forward and if the rights of way were to change, it would not affect the overall concept of the plat. Freiberg agreed that the Commission should proceed as presented.

Dixon asked about the pedestrian pathway. Freiberg stated that they have taken the pedestrian path out completely. Freiberg stated that it was there to get storm drain to the south, but it has been redesigned and they were able to get rid of the utility easement.

Dixon is concerned about the change of the street going to the south and since there is not a preliminary plat that shows how this final plat would tie into the bigger picture and wanted the applicant to provide an updated concept before it goes to City Council.

Wimborne stated that the applicant has addressed that, and they said they are going to bring back a new preliminary plat for the area. Wimborne stated that they have recognized the concerns of the Commission about the straight through street.

Dixon moved to recommend to the Mayor and City Council approval of the Final Plat for Southpoint Division 10, Wimborne seconded the motion and it passed unanimously.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

FINAL PLAT OF SOUTHPOINT DIVISION NO. 10, LOCATED GENERALLY NORTH OF W 65TH S, EAST OF S 5TH W, SOUTH OF W 49TH S, AND WEST OF S HOLMES AVE

WHEREAS, the applicant filed an application for a final plat on February 26, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public meeting on April 21, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public meeting on December 10, 2020 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the City of Idaho Falls Subdivision Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximately 13.49 acre parcel located generally north of W 65th S, east of S 5th W, south of W 49th S, and west of S Holmes Ave.
3. The plat includes 36 total lots and complies with all requirements of the Subdivision Ordinance and Zoning Ordinance for the RP and R1 Zone.
4. The proposed development is consistent with the principles of the City's Comprehensive Plan.
5. The Planning and Zoning Commission recommended approval of the final plat.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Final Plat of Southpoint Division 10.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

Rebecca L. Noah Casper, Mayor

DEVELOPMENT AGREEMENT
SOUTHPOINT DIVISION NO. 10

This DEVELOPMENT AGREEMENT SOUTHPOINT DIVISION NO. 10 (hereinafter called "AGREEMENT"), made this _____ day of _____, 2020, by and between the CITY OF IDAHO FALLS, a municipal corporation of the State of Idaho, (hereinafter called "CITY"), whose mailing address is P.O. Box 50220, Idaho Falls, Idaho 83405, and VOIGHT CONSULTING INC., an Idaho corporation (hereinafter called "DEVELOPER"), whose mailing address is 900 Pier View Drive, Ste. 204, Idaho Falls, Idaho 83402.

W I T N E S S E T H:

WHEREAS, DEVELOPER is the sole owner, in law or equity, of a certain tract of land in the County of Bonneville, State of Idaho, which land (hereafter referred to as "Subdivision"), is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and,

WHEREAS, DEVELOPER desires to develop the Subdivision within CITY and has submitted a plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer, and the Idaho Falls Planning and Zoning Commission, have recommended such development be allowed, subject to certain requirements and obligations on the part of DEVELOPER; and

WHEREAS, CITY is willing to allow the development of the Subdivision within City of Idaho Falls, Idaho, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto; and

WHEREAS, CITY has authority to approve Subdivision plats and the construction of streets, utility lines and other public improvements within the CITY; and

WHEREAS, DEVELOPER specifically waives DEVELOPER's right to protest development requirements described in this AGREEMENT, including DEVELOPER's right of judicial review contained in Chapter 52, Title 67, Idaho Code, and pursuant to the standards set forth in § 67-5279, Idaho Code; and,

WHEREAS, DEVELOPER understands that the public improvements required herein are standards required pursuant to Idaho Falls City Code, Title 10, Chapter 1, and are authorized by Idaho Code §§ 67-6513 and 67-6518; and,

WHEREAS, DEVELOPER and CITY believe that without the public improvements

required herein, CITY would not be able to otherwise provide for mitigation of the effects of the Subdivision development on the ability of CITY to deliver services without compromising quality of such service delivery to current CITY residents, or without imposing substantial additional costs upon current CITY residents to accommodate the proposed Subdivision; and,

WHEREAS, CITY desires to ensure that public improvements consisting of those described in this AGREEMENT, including Special Conditions for the Subdivision, are constructed; and,

WHEREAS, DEVELOPER understands that a waiver of public improvements is available pursuant to Idaho Falls City Code, but DEVELOPER specifically does not wish to request such a waiver and wishes to enter into this AGREEMENT; and,

WHEREAS, DEVELOPER enters into this AGREEMENT of DEVELOPER's own free will and accord, without coercion and without inducement and at DEVELOPER's request; and,

WHEREAS, DEVELOPER has read this AGREEMENT, has understood it, and has had the opportunity to avail itself of legal and other counsel prior to entering into this AGREEMENT and prior to signing it; and,

WHEREAS, DEVELOPER has submitted a preliminary plat bearing the Subdivision name described in the caption of this AGREEMENT; and,

WHEREAS, City Engineer and City Planning and Zoning Commission have recommended such Subdivision be approved subject to certain requirements and obligations on the part of DEVELOPER; and,

WHEREAS, CITY is willing to approve the Subdivision to CITY, subject to the terms and conditions of this AGREEMENT and the Special Conditions attached hereto;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Approval of Subdivision. CITY hereby approves the Subdivision plat as described in Exhibit "A" attached hereto and made a part to this AGREEMENT by reference, and agrees that upon DEVELOPER's full and complete performance of the terms and conditions hereto, it will accept and maintain all public facilities and improvements shown in the Improvement Plans for the Subdivision.

2. Improvement, Preliminary, and Final Improvement Plans. "Improvement Plans," used in this AGREEMENT, are engineer-designed plans showing all streets, sewer lines, water lines, storm drains, street signs, traffic control devices, barricades, other public utilities (telephone, gas, electricity, fiber optic and irrigation facilities) and other public improvements contemplated within the Subdivision. "Preliminary Improvement Plans" as used in this AGREEMENT, are

those Improvement Plans submitted and considered for the Subdivision development prior to the approval of City Engineer, and not yet approved for construction. "Final Improvement Plans" as used in this AGREEMENT, are those Improvement Plans submitted, considered and approved by City Engineer for the Subdivision development.

DEVELOPER anticipates that development of the entire Subdivision will occur in phases or divisions. DEVELOPER has filed, and City Engineer has approved, Improvement Plans for the public improvements to be constructed within public rights-of-way exterior to the Subdivision, (hereafter referred to as the "Exterior Improvement Plans") showing the width, location and alignment of all streets, sewer lines and water lines within the Subdivision and the size and materials specifications for such water and sewer lines. Prior to the commencement of any construction or development within any phase or division of the Subdivision, DEVELOPER shall also file with, and obtain the approval of, City Engineer Improvement Plans (hereafter the "Interior Improvement Plans") for all streets, sewer lines, water lines, storm drainage facilities, street signs, traffic control devices, barricades and other public improvements contemplated within such phase or division of the Subdivision. The filed Improvement Plans shall also show the proposed location of other public utilities (telephone, gas and electricity), and irrigation facilities affected by the development of such phase or division of the Subdivision. Preliminary Improvement Plans are incorporated herein by reference as though set out in full, and the Final Improvement Plans shall also, upon approval by City Engineer, be deemed to be incorporated herein by reference.

3. Construction of Public Improvements. Unless otherwise agreed in the Special Conditions, DEVELOPER shall, at its expense, design and construct all public improvements shown in the Exterior Improvement Plans and Interior Improvement Plans. Unless otherwise agreed in writing by City Engineer, DEVELOPER shall construct all required public improvements within such Improvement Plans in strict accordance with the approved Preliminary and Final Improvement Plans and CITY Standard Engineering Drawings and Specifications (hereafter referred to as the "Standard Specifications") in effect at the time the construction is accomplished. The Standard Specifications are incorporated herein by reference as though set out in full and compliance to the Standard Specifications is a condition of this AGREEMENT.

4. Permits. DEVELOPER shall obtain all right-of-way, excavation and/or other permits required by local ordinance and comply with all requirements therein with respect to the timely performance of the work governed by such permits.

5. Inspection. DEVELOPER shall retain a professional engineer (hereafter referred to as the "Project Engineer") licensed within the State of Idaho to supervise, inspect and test the construction of all public improvements within the Subdivision in order to ensure such improvements are constructed in accordance with this AGREEMENT, the Improvement Plans and the Standard Specifications. DEVELOPER shall not materially deviate from the Improvement Plans or Standard Specifications without the express written approval of the City Engineer.

6. Corrected Improvement Plans. Prior to acceptance of any phase or division of the Subdivision, DEVELOPER will file "As Constructed"/ "As Built" Improvement Plans (hereafter referred to as the "Corrected Improvement Plans") with City Engineer. Such Corrected Improvement Plans shall be prepared by the Project Engineer and shall show the actual constructed location of all public improvements within the Subdivision including the horizontal and vertical location of all water, sewer and storm drain lines, individual building service lines curb and gutter alignment and street grades. Such Corrected Improvement Plans shall also specifically show all changes between the Final Improvement Plans and the public improvements as actually constructed. The Project Engineer shall also certify upon the Corrected Improvement Plans that such Corrected Improvement Plans correctly show all public improvements as actually constructed and that such public improvements have been constructed in accordance with the Standard Specifications in effect at the time such construction was accomplished. The Project Engineer shall also deliver to City Engineer all compaction reports, daily construction logs, reports, written tests, analysis and other data as may be necessary to verify or support the certification of the Project Engineer.

7. Acceptance of Subdivision. Upon satisfactory completion of such public improvements and facilities, DEVELOPER's delivery of Corrected Improvement Plans and the filing and approval by CITY of a final plat, CITY will accept that portion of the Subdivision for which a final plat has been approved. Such acceptance shall not be valid unless expressly acknowledged in writing by City Engineer. Except as otherwise expressly provided in the Special Conditions, upon acceptance of any phase or division within the Subdivision, CITY shall assume ownership and control of all public facilities within any dedicated street or public utility right-of-way within the Subdivision and shall execute and record an instrument documenting such acceptance. Acceptance of the Subdivision Improvements and recording the acceptance instrument shall not be deemed as a waiver of DEVELOPER's agreement herein to fully and completely perform the terms and conditions of this AGREEMENT, or as a waiver or release of the warranty set forth below in this AGREEMENT.

8. Warranty. DEVELOPER warrants that the materials and workmanship employed in the construction of all public improvements within the Subdivision shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after acceptance of any phase or division of the Subdivision within which such improvements are located, by CITY, provided nothing herein shall limit the time within which CITY may bring an action against DEVELOPER on account of DEVELOPER's failure to construct such improvements in accordance with this AGREEMENT, the Improvement Plans or the Standard Specifications. DEVELOPER, and DEVELOPER's heirs, successors and assigns, shall and do hereby warrant and agree, to defend the quiet and peaceful possession of CITY in all easements, rights-of-way, street dedications or other estates conveyed pursuant to the terms of this AGREEMENT or pursuant to the subdivision plat which is the subject hereof, from and against all claims against DEVELOPER and DEVELOPER's successors or assigns and against

every person whomsoever who lawfully holds, or who later lawfully claims to have held, rights in the premises as of the date of this AGREEMENT.

9. Water and Sewer Main Connection Charges. DEVELOPER agrees to pay to CITY at the time any separate sanitary sewer service or culinary water service connection to CITY sanitary sewer system or culinary water system is requested, all connection fees, main connection charges, and main charges as set forth in the City Code in effect at the time such request for service is made.

10. Failure to Pay Fees. In the event DEVELOPER fails or refuses to pay any of the fees, charges or costs set forth herein, CITY may disannex any property owned by DEVELOPER within the Subdivision or declare the entire unpaid balance immediately due and payable and collect such sums in the manner provided by law, or may pursue any other remedy set forth herein or as may be available at law or in equity. All such remedies shall be cumulative and CITY may pursue the same separately or simultaneously as it deems necessary or appropriate. In the event of such acceleration, all sums due shall bear interest at the rate established by law for judgments entered in the State of Idaho.

11. Participation by CITY. The parties agree that those portions of the water main, the sanitary sewer line, storm drains and street section work (hereafter collectively referred to as the "Shared Work"), the cost of which CITY has expressly agreed to pay pursuant to the Special Conditions, including any water or sewer line or storm line extensions, increased line size or capacity and road width or thickness, are required because of future service needs originating from properties not owned by DEVELOPER and located within the vicinity of the Subdivision, and that sound planning requires construction thereof at the present time in order to accommodate future expansion and development. In recognition of the cost savings which can be accomplished by construction of such excess capacity and improvements concurrently with the facilities to be constructed for DEVELOPER's purposes, and the impracticality or impossibility of constructing such excess capacity and improvements separately or at a later time, DEVELOPER agrees to design and construct such facilities subject to CITY's agreement to reimburse DEVELOPER for a portion of such costs, all as set forth in the Special Conditions. Prior to the commencement of the Shared Work, DEVELOPER shall obtain and deliver to CITY three (3) independent bona fide bids for the performance of such work from qualified and responsible contractors. Such bids shall be solicited and itemized in a manner which allows clear and specific identification of that portion of the construction work for which CITY is responsible. CITY shall have no obligation to pay for any portion of the costs of the Shared work unless prior to the commencement of the work, the parties have expressly agreed in writing to a specific amount for which CITY will reimburse the DEVELOPER. Payment of such costs by CITY shall be due within thirty (30) days from acceptance of the Subdivision by CITY and delivery of an itemized statement to CITY setting forth in detail the total amount of the costs for which CITY is responsible.

12. Special Conditions. In recognition of the unique circumstances relative to this Subdivision the parties agree to the Special Conditions attached hereto as Exhibit "B" and by this

reference made a part hereof.

13. Irrigation Facilities. DEVELOPER shall relocate or reconstruct, at DEVELOPER's expense, all ditches, headgate structures, culverts, siphons, drywells or other similar appurtenant structures that will be impaired or otherwise disturbed by the construction of this Subdivision. DEVELOPER shall also obtain the consent of all persons or entities who have any water right or control over such structures. DEVELOPER shall also indemnify and hold CITY harmless from any action, claim, demand or cost of any kind, including attorney's fees and court costs, arising from the relocation or reconstruction of such facilities or DEVELOPER's failure to properly relocate or reconstruct such facilities.

14. Relocation of Power Lines. DEVELOPER shall relocate at its expense, all existing electric utility poles or other utility lines or fixtures necessary to construct the public improvements within this Subdivision as shown on the Improvement Drawings.

15. Construction Schedule Change. Any modification to the public improvements shown in the Improvement Drawings or to the construction phase limits shall be approved by City Engineer. Prior to said approval, revised Improvement Drawings shall be resubmitted to City Engineering Department showing the proposed changes.

16. Taxes and Assessments. DEVELOPER shall pay all real property taxes and assessments levied or assessed against any interest in real property which DEVELOPER has agreed to convey to CITY pursuant to this AGREEMENT. Such taxes and assessments shall be paid prior to the acceptance by CITY of the public improvements within any phase or division of the Subdivision.

17. Occupancy. No building or structure within the Subdivision shall be used or occupied for any purpose other than for the construction of such building or structure, unless a final plat has been filed and approved and all public improvements within the plat have been completed and accepted by City Engineer. CITY may withhold Certificates of Occupancy until all such work has been completed. Nothing herein shall prevent the use of a model building for the purpose of DEVELOPER's sales promotional efforts provided the building is not occupied for commercial or industrial purposes.

18. Default. In the event DEVELOPER fails to comply with the terms and conditions hereof in any material respect, CITY may, without further notice to DEVELOPER, exercise any or all of the following remedies:

A. Withhold the issuance of any building permit or certificate of occupancy for any structure located within any phase or division of the Subdivision affected by such default;

B. Withhold the connection of water, sewer or electric service to any property

located within any phase or division of the Subdivision affected by such default;

C. Refuse to accept public ownership and maintenance of public improvements within any phase or division of the Subdivision affected by such default and record a notice of such action with the Bonneville County Recorder's office;

D. Issue a stop work order for any building under construction within any phase or division of the Subdivision affected by such default;

E. Withhold reimbursement of Subdivision inspection fees collected pursuant to the Idaho Falls City Code; and

F. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity.

19. Notices. Any notice required by this AGREEMENT shall be mailed to the receiving party at the address set forth above or such other address as may be delivered to the sending party in writing. Such notice shall be mailed by certified mail, return receipt requested, postage prepaid and addressed as set forth above and shall be deemed received upon its deposit in the United States mail in such manner.

20. Recording Fees. Prior to the execution and approval of this AGREEMENT, DEVELOPER shall pay to CITY all recording fees necessary to record this AGREEMENT with the Bonneville County Recorder's office. Prior to the approval of any final plat within the Subdivision, DEVELOPER shall pay to CITY all recording fees necessary to record such final plat with the Bonneville County Recorder's office.

21. Irrigation District Release. Prior to the approval of the Subdivision plat, DEVELOPER shall obtain a certification upon the plat signed by any irrigation district, canal company, ditch association or other similar water delivery entity who provides or delivers water to any property located within the Subdivision. This certification shall state that the water rights for all property within the Subdivision have been transferred from the property and that all liens and assessments of such water delivery entity have been released.

22. Storm Water Discharge Certification. Prior to the acceptance and approval of Final Improvement Plans for any division or phase of the Subdivision, DEVELOPER shall obtain the certification of any Irrigation District, canal company or other entity into which any storm water from such phase or division will be discharged. The certification shall state that such water delivery entity has reviewed and approved the Final Improvement Plans for such phase or division and that the discharge of storm waters from such area into their canal or ditch in the manner shown in the Final Improvement Plans is approved and accepted by such entity.

23. Conflict With Standard Specifications. In the event of any conflict between the

terms of this AGREEMENT or the Improvement Plans and the Stand Specifications, the terms of this AGREEMENT or the Improvement Plans shall prevail over any contrary provision of the Standard Specifications. In the event of any conflict between the terms of this AGREEMENT and the Improvement Plans, the terms of this AGREEMENT shall prevail.

24. Covenants Appurtenant to the Land. All covenants and conditions set forth herein shall be appurtenant to and run with the Subdivision and shall be binding upon DEVELOPER's heirs, successors or assigns.

25. Governing Law. This AGREEMENT shall be governed by the laws of the State of Idaho. The venue for any action arising out of this Agreement shall be exclusively in the District Court of the Seventh Judicial District of the State of Idaho, Bonneville County or in the United States District Court for the District of Idaho.

26. Entire Agreement. This writing evidences the final and complete agreement between the parties and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein.

27. Effective Date. This AGREEMENT shall become valid and binding only upon its approval by CITY Council of CITY and upon its execution by the Mayor.

INWITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

ATTEST:

CITY OF IDAHO FALLS, IDAHO

Kathy Hampton, City Clerk

By _____
Rebecca L. Noah Casper, Mayor

VOIGT CONSULTING, INC.

By 
Gary Voigt

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2020, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L. Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, the municipal corporation that executed the foregoing document, and acknowledged to me that she is authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

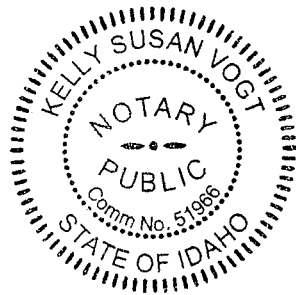
Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

(Seal)

STATE OF IDAHO)
) ss:
County of Bonneville)

On this 11th day of November, 2020, before me, the undersigned, a notary public, in and for said State, personally appeared Gary Voigt, known or identified to me to be the authorized signator for Voigt Consulting, Inc., and whose name is subscribed to the within instrument and acknowledged to me that he is authorized to execute the same for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Kelly Susan Vogt
Notary Public of Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: 3-13-2026

EXHIBIT "A"
PROPERTY

LEGAL DESCRIPTION

SOUTHPOINT DIVISION NO. 10

A parcel of land being part of the Southwest Quarter of Section 6, Township 1 North, Range 38 East, Boise Meridian, described as follows;

Commencing at the South Quarter Corner of said Section 6 and running thence N00°12'54"E 1260.11 feet along the North-South center section line of said Section 6, to the True Point of Beginning, thence leaving said North-South center section line N89°59'50"W 224.96 feet, thence N00°00'10"E 20.35 feet, thence N89°59'47"W 444.98 feet, thence N88°29'47"W 20.01 feet, thence N89°59'47"W 470.29 feet to the Southeast corner of lot 34, Block 19 of the recorded subdivision of Southpoint Div. No. 8, having Instrument No. 1524611 at the Bonneville County, Idaho Records Office, thence along the East line of Southpoint Div. No. 8 and the East line of the recorded subdivision of Southpoint Div. No. 7 having Instrument No. 1273692 at the Bonneville County, Idaho Records Office the following the following four (4) courses, (1) N00°00'13"E 144.00 feet, (2) S89°59'47"E 135.29 feet, (3) N00°00'11"E 417.45 feet, (4) N12°14'14"E 3.63 feet, thence leaving said East lines S89°59'47"E 127.08 feet, thence S86°44'20"E 60.12 feet, thence S83°40'43"E 135.19 feet, thence S89°59'50"E 194.49 feet, thence S00°00'10"W 5.00 feet, thence S89°59'50"E 510.30 feet to said North-South center section line, thence along said North-South center section line S00°12'54"W 562.59 feet to the True Point of Beginning.

Parcel contains 13.479 Acres.

EXHIBIT "B"

**SPECIAL CONDITIONS
SOUTHPOINT DIVISION NO. 10**

S-C 1.00 Arterial Street and Bridge Fees. The Bridge and Arterial Streets fee for this Subdivision is Seven Thousand Dollars \$7,000.00 (35 lots zoned residential at \$200 per lot); payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 700.00
February 1, 2021	\$ 1,575.00
May 1, 2021	\$1,575.00
August 1, 2021	\$1,575.00
November 1, 2021	<u>\$1,575.00</u>
TOTAL	\$ 7,000.00

S-C 2.00 Surface Drainage Fee. The surface drainage fee for this Subdivision is Four Thousand Four Hundred Three dollars and Fifty-nine cents \$4,403.59 (587,145 square feet net area at \$.0075 per square foot) payable as follows:

<u>Due Date</u>	<u>Payment Amount</u>
Upon execution hereof	\$ 440.36
February 1, 2021	\$ 990.81
May 1, 2021	\$ 990.81
August 1, 2021	\$ 990.81
November 1, 2021	<u>\$ 990.80</u>
TOTAL	\$ 4,403.59

S-C 3.00 Storm Drainage. Storm Drainage shall be designed and constructed to accommodate drainage of the lots within the development by DEVELOPER. The storm drainage system shall meet the City Storm Drainage Policy. The storm pond to be constructed as shown on the Improvement Drawings. DEVELOPER shall provide for the installation of grass and an irrigation system and shall maintain the pond lot, which maintenance may be delegated or transferred to a homeowners association, at the sole discretion of DEVELOPER.

S-C 4.00 Existing Infrastructure. When it is necessary to move or remove existing infrastructure not belonging to CITY and not within CITY Right-of-Way, DEVELOPER will coordinate such activities with the applicable owner, (e.g. poles owned by PacifiCorp dba Rocky Mountain Power). Any existing electrical infrastructure owned by PacifiCorp dba Rocky Mountain Power will require a buy-out from DEVELOPER prior to receipt of electrical service from Idaho Falls Power. Request for the buy-out shall only be initiated by DEVELOPER to Rocky Mountain Power after annexation.

S-C 5.00 5th West Construction and Landscape Maintenance. DEVELOPER shall construct the Arterial street along 5th west per CITY Code 10-2-4. DEVELOPER shall also provide for the landscaping in the park strip between the curb and the sidewalk. DEVELOPER shall provide maintenance of the landscape lots within Southpoint, as well as the park strip along 5th West. DEVELOPER may, at the sole discretion of DEVELOPER, delegate or transfer the maintenance responsibilities to a homeowners association.

S-C 6.00 Subdivision Seal Coat. In order to preserve the long-term effectiveness of required roadway seal coat in the Subdivision, DEVELOPER shall pay all seal coat costs associated with Subdivision improvements rather than applying the seal coat. In lieu of DEVELOPER seal coat application, DEVELOPER shall pay Twenty-Five Thousand Six Hundred Fifty-two Dollars and Zero Cents (\$25,652.00) (10,600 square yards at \$2.42 per square yard). CITY shall use such payment to apply the required seal coat at a later date, when Subdivision building permits are completed and at CITY's sole discretion on timing.



MEMORANDUM

FROM: Brad Cramer, Director

DATE: Monday, November 30, 2020

RE: Annexation and Initial Zoning of RP & R1, Annexation and Zoning Ordinances, and Reasoned Statements of Relevant Criteria and Standards, M&B: Approximately 33 Acres, NW1/4, Section 4, Township 1 North, Range 38 East.

Council Action Desired

☒ Ordinance

☐ Resolution

☒ Public Hearing

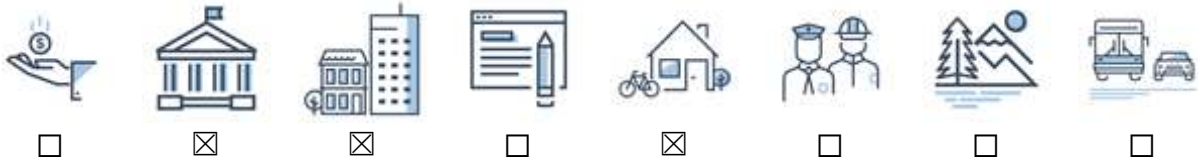
☐ Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Ordinance annexing approximately 33 acres, on the first reading and request that it be read by title (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Assign a Comprehensive Plan Designation of "Low Density Residential" and approve the Ordinance establishing the initial zoning for RP & R1 on the first reading and request that it be read by title (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).

Description, Background Information & Purpose

Attached is the application for annexation and initial zoning and accompanying ordinances for approximately 33 acres, NW1/4, Section 4, Township 1 North, Range 38E. This is a Category A Annexation. It was advertised for a public hearing for December 10 but as the City's Surveyor reviewed the legal description, errors were found that were not able to be resolved before the meeting. Staff is therefore requesting that rather than pulling the item from the agenda and re-advertising for a new hearing, which would put the application to the end of January, the Council instead conduct the public hearing and pass the ordinances on the first reading only. The second or final reading can be scheduled for the December 17, 2020, meeting. The Reasoned Statements of Relevant Criteria and Standards will also be considered and voted upon at that time. The Planning and Zoning Commission considered this application at its July 21, 2020, meeting and recommended approval by unanimous vote. Staff concurs with this recommendation.

Relevant PBB Results & Department Strategic Plan



Consideration of the annexation/initial zoning must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and livable Communities.

Interdepartmental Coordination

The annexation legal description has been reviewed by the Survey Division.




Fiscal Impact

NA

















Legal Review

This application and ordinance have been reviewed by Legal pursuant to applicable law.

Legend

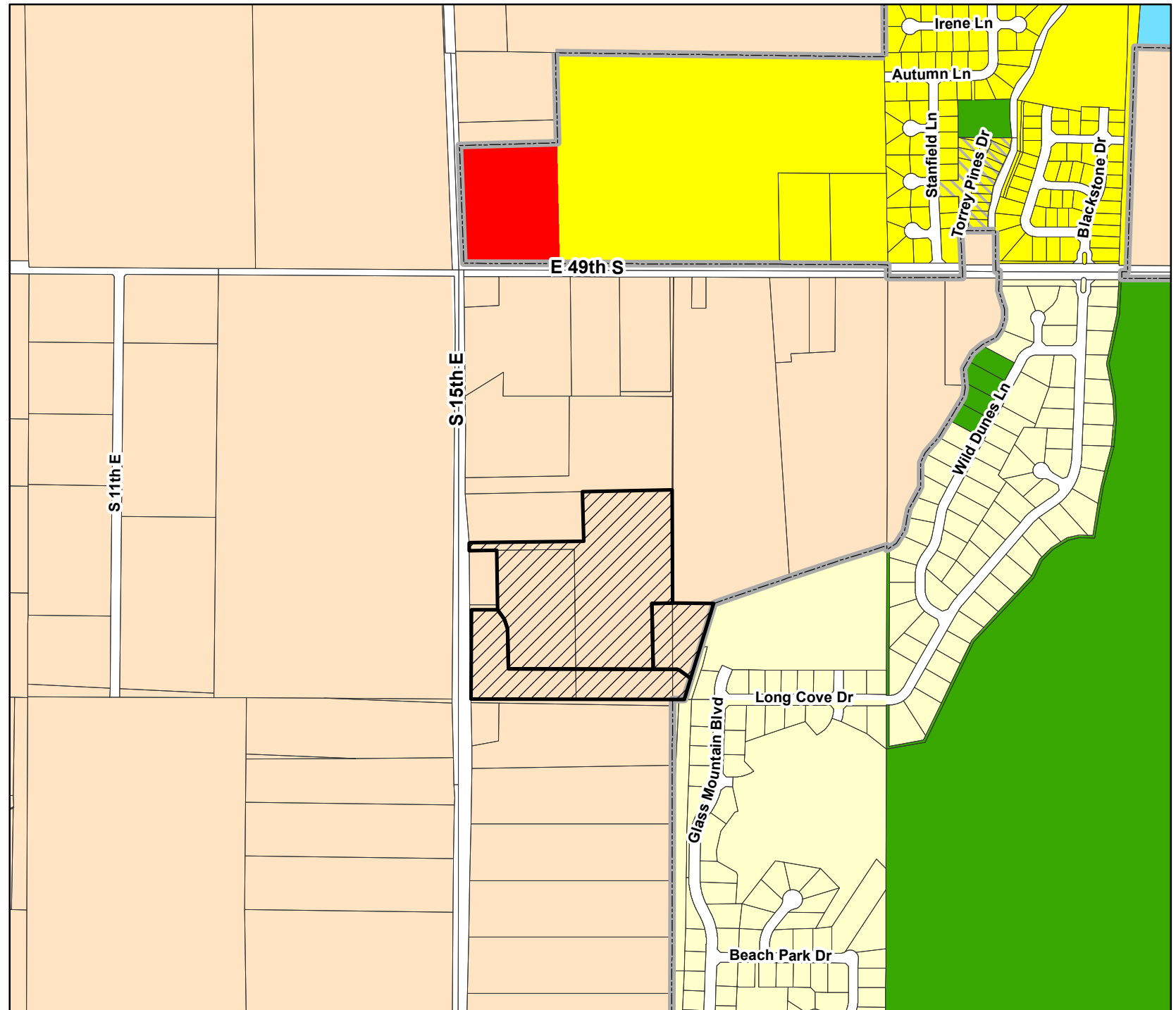
-  Site
 City Limits
 Area of Impact

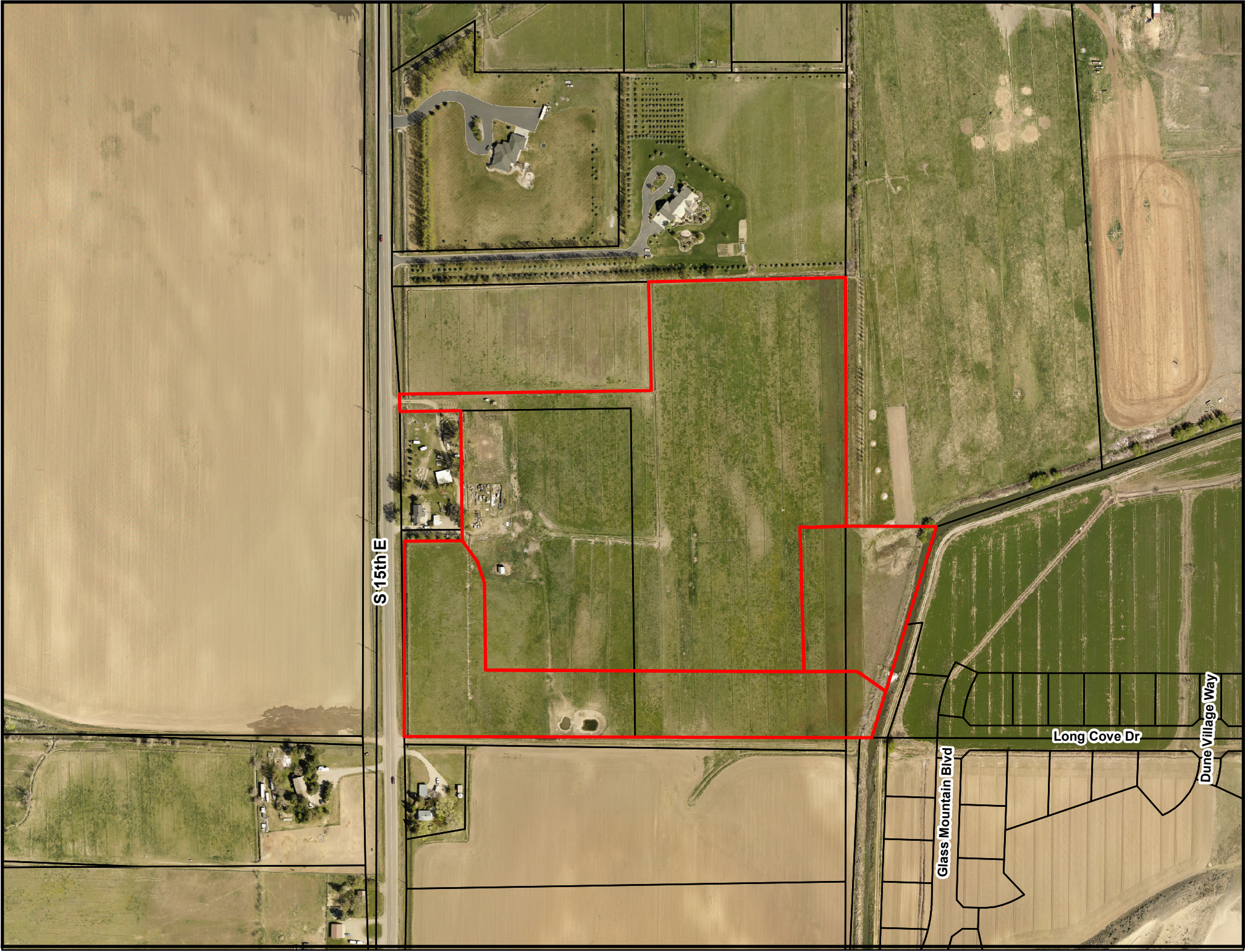
Overlays

- | | |
|---|--------|
|  | PT |
|  | PT&T-1 |
|  | PUD |
|  | T-1 |
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|  | RE |
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|  | R2 |
|  | TN |
|  | RMH |
|  | R3 |
|  | R3A |
|  | PB |
|  | DT |
|  | CC |
|  | LC |
|  | HC |
|  | R&D |
|  | LM |
|  | I&M |
|  | P |



Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276





S 15th E














Glass Mountain Blvd

Long Cove Dr

Dune Village Way

Annexation

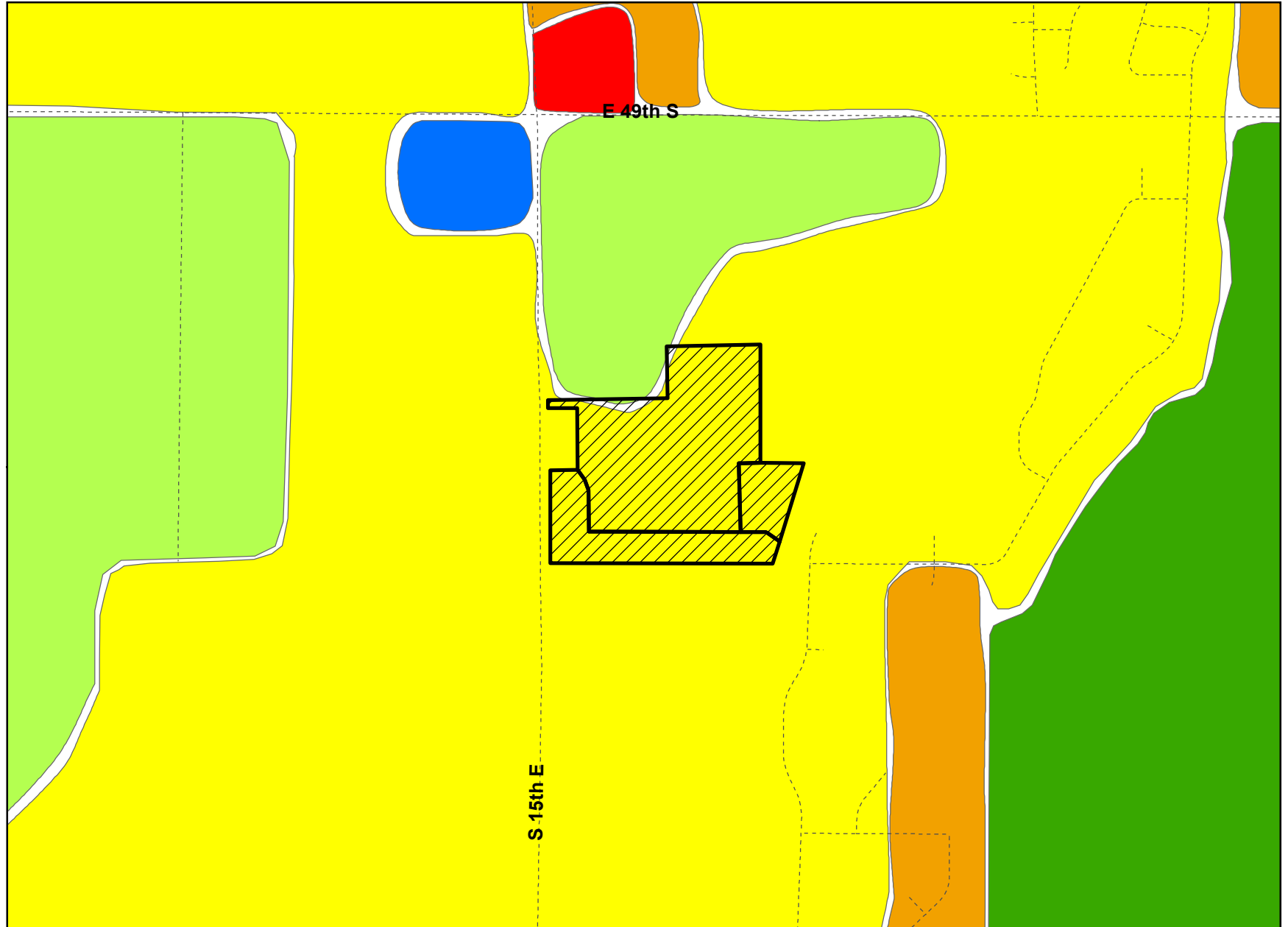
ANNX20-008 ~ Approx. 32.587 Acres NW1/4 Sec 4, T1N, R38E

- | | | | | |
|---|--|---|--|---|
|  Estate |  Greenbelt Mixed Uses |  Commercial |  Higher Education Centers |  Railroad Related Industrial |
|  Low Density |  Parks, Recreation |  Employment Centers |  Planned Transition | |
|  Higher Density |  Public Facilities, Open Spaces |  Medical Services Center |  Highway Related Industrial | |

Comprehensive Plan


IDAHO FALLS

Planning Division
City Annex Building
680 Park Ave.
Idaho Falls, ID 83402
(208) 612-8276



IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT
ANNEXATION AND INITIAL ZONING OF R1 AND RP
32.587 ACRES, NW ¼ SECTION 4, T 1N, R 38E
July 21, 2020



Community
Development
Services

Applicant: Connect Engineering

Project Manager:
Brent McLane

Location: Generally located North of E 65th S, East of S 15th E, South of E 49th S, West of S 25th E

Size: 32.587 acres

Zoning:
North: County A-1
South: County A-1
East: County A-1 & RP
West: County A-1

Proposed Zoning: R1 and RP

Existing Land Uses:
Site: Agriculture
North: Agriculture
South: Agriculture
East: Residential/
Agriculture
West: Agriculture

Future Land Use Map: Low Density Residential

Attachments:
1. Comprehensive Plan Policies
2. Zoning Information
3. Maps and Aerial Photos

Requested Action: To recommend approval of annexation and initial zoning of R1 and RP to the Mayor and City Council.

Staff Comments: The property is located east of and adjacent to 15th South. There will also be connectivity to the Sandstone Estates subdivision to the east. There is also existing water main that runs along the southern portion of the property that serves some of the residential development to the east and south.

Annexation: This is a Category “A” annexation as it is requested by the property owner. The property is adjacent to the city on the eastern boundary. Annexation of the property is consistent with the City’s Comprehensive Plan.

Initial Zoning: The proposed zoning is R1 (Single Dwelling Residential) and RP (Residential Park). The Comprehensive plan identifies this area as Low Density Residential. The R1 and RP Zones are consistent with the Low Density Residential designation.

Staff Recommendation: Staff recommends approval of the annexation and initial zoning of R1 and RP as it is consistent with the policies of the Comprehensive Plan.

Comprehensive Plan Policies:**Residential development should reflect the economic and social diversity of Idaho Falls.**

New and existing developments should foster inclusiveness and connectivity through mixed housing types and sizes and neighborhood connections through paths, parks, open spaces, and streets. (p. 40)

Low density residential Single family homes on individual lots at a density of 7 units or less per net acre. This area may include detached homes or homes which share a common wall, open space, or other common facilities. (p. 63)

Zoning Ordinance: See the next page.

11-2-3: ALLOWED USES IN RESIDENTIAL ZONES.

Table 11-2-1: Allowed Uses in Residential Zones

P = permitted use. C1 = administrative conditional use. C2 = Planning Commission conditional use. C3 = City Council conditional use. A blank denotes a use that is not allowed in that zone.								
*Indicates uses that are subject to specific land use provisions set forth in the Standards for Allowed Land Uses Section of this Chapter.								
	Low Density Residential			Medium Density Residential			High Density Residential	
Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Accessory Use	P	P	P	P	P	P	P	P
Agriculture*	P							
Animal Care Clinic					P*			P
Artist Studio					P*			
Bed and Breakfast*								P
Boarding /Rooming House							P	P
Day Care, Center*			C ₂	P	P		P	P
Day Care, Group*	C ₁		C ₁	P	P	C ₁	P	P
Day Care, Home	C ₁		C ₁	P	P	C ₁	P	P
Dwelling, Accessory Unit*	P			P	P		P	P
Dwelling, Multi-Unit*				P*	P		P	P
Dwelling, Single Unit Attached*			P	P	P	P	P	P
Dwelling, Single Unit Detached	P	P	P	P	P	P	P	P
Dwelling, Two Unit				P	P		P	P
Eating Establishment, Limited					P*			P
Financial Institutions					P*			
Food Processing, Small Scale					P*			
Food Store					P*			
Fuel Station					P*			
Health Care and Social Services					P*			P
Home Occupation*	C ₁		C ₁	C ₁	C ₁	C ₁	C ₁	C ₁
Information Technology								P
Laundry and Dry Cleaning					P*			P
Live-Work*					C ₁			P
Manufactured Home*	P	P	P	P	P	P	P	P
Mobile Home Park*						C ₂		C ₂
Mortuary								P
Park and Recreation Facility*	P	P	P	P	P	P	P	P
Parking Facility								P
Personal Service					P*			P
Planned Unit Development*	C ₃	C ₃	C ₃	C ₃		C ₃	C ₃	C ₃
Professional Service								P
Public Service Facility*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Public Service Facility, Limited	P	P	P	P	P	P	P	P
Public Service Use								P
Recreational Vehicle Park*						C ₂		

Proposed Land Use Classification	RE	RP	R1	R2	TN	RMH	R3	R3A
Religious Institution*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Residential Care Facility							P	P
Retail					P*			C ₂
School*	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂	C ₂
Short Term Rental*	P	P	P	P	P	P	P	P
Transite Station								P

(Ord. 3218, 9-13-18)

11-3-4: STANDARDS FOR RESIDENTIAL ZONES.

Table 11-3-1: Standards for Residential Zones

	RE	RP	R1	R2	TN	R3	R3A	RMH
Lot Area								
Lot Area Minimum in ft ²	1 acre*	12,000	7,000	6,000*	3,000*	5,000*	5,000	5,000
Lot Area Maximum in ft ²			13,500*					
Site Width								
Site Width at Front Setback, Minimum in ft.	150	60	50	50	25	50	50	50
Setbacks, Minimum in ft.								
Front	40	30*	25*	20*	15*	15	15	30
Front Maximum in ft.					20*			
Side	20	7.5/10*	6	6	5	6	6	10
Rear	40	25	25	25	10	25*	25*	25*
Lot Coverage, Building Height, and Density								
Maximum Lot Coverage in %	30	40	40	80	50	80	80	40
Maximum Building Height in ft*	24	24	24	24	*			24
Maximum Density in net units/acre	1	4	6	17	15	35	35	8

*See explanations, exceptions and qualifications in Section 11-3-4A,B,C of this Zoning Code.

(Ord. 3218, 9-13-18)

(A) Minimum and Maximum Lot Area.

- (1) In the R1 Zone, the maximum lot size shall be thirteen thousand five hundred square feet (13,500 ft²), except for corner lots, wedge-shaped lots in cul-de-sacs, or other unusual shaped lots. This shall also not apply to conditional uses such as schools and religious institutions.
- (2) In the R2 zone, seven hundred and fifty square feet (750 ft²) shall be added to the minimum required area for each additional dwelling unit.
- (3) In the TN Zone, the maximum average lot area for subdivisions approved after the adoption of this Code, April 12, 2018, shall be six thousand two hundred and fifty square feet (6,250 ft²) in order to encourage a mix of lot sizes and dwelling types. (Ord. 3210, 8-23-18)

July 21, 2020

7:00 p.m.

Planning Department

Council Chambers

Notice: Due to Governor Little's proclamation on March 19, 2020 and the Stay-At-Home Order given on March 25, 2020, the doors to the meeting were locked, but notice was given to the public on how to participate via any of the following ways: Submit comments in writing; participate via internet through a Webex meeting; participate via phone through Webex meeting; and watch the meeting via live stream on the City's website.

MEMBERS PRESENT: Commissioners Natalie Black, Arnold Cantu, Gene Hicks, Brent Dixon, George Morrison, Margaret Wimborne

MEMBERS ABSENT: Joanne Denney, Lindsey Romankiw.

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Brent McLane; Brian Stephens; Naysha Foster and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES: The minutes for the July 7, 2020 meeting were tabled until the August meeting.

Public Hearing(s):

1. ANNEX 20-008: ANNEXATION/INITIAL ZONING. Annexation and Initial Zoning of Residential Park (RP) & Single Dwelling residential (R1) for Sand Creek Estate, Division No. 1.

Black opened the public hearing.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark Drive, Idaho Falls, Idaho. Jolley stated that this is straight forward request for R1 and RP. Jolley stated that the property is designated as low density residential on the Comprehensive Plan and the R1 and RP fit within the low-density residential designation. Jolley indicated that there are City utilities in the area and a water line was installed in front of another subdivision so there is water on the west end of the subdivision and there is sanitary sewer that is close.

Dixon asked which portion is R1 and which portion is RP. Jolley indicated that the south and east portion is the RP and everything north of that portion is R1.

Hicks asked if it is contiguous to the adjoining residential area. Dixon clarified that there is a canal between the existing and proposed property, but the canal is annexed.

McLane presented the staff report, a part of the record.

Support/Opposition to Application:

Sheldon and Pat Dance. Dance asked questions pertaining to the development. Dance indicated that they live directly north of the proposed property. Dance asked about the traffic flow on 15th East and asked if there has been consideration to treat this subdivision to protect the public from the high-volume traffic. Dance stated that they have had 3 accidents on the corner of 15th East

and 49th South in the last 1.5 months. Dance asked if the 50-mph speed will be adjusted. Dance asked if there are provisions for turning lanes and acceleration lanes to keep traffic flowing.

Applicant: Blake Jolley, Connect Engineering, 1150 Hollipark, Idaho Falls, Idaho. Jolley indicated that the City hasn't requested any traffic plan to be completed. Jolley stated that South 15th East is a major collector and it turns into Woodruff that is a 4-lane roadway to carry large volumes of traffic. Jolley indicated that the discussions they've had with public works, the road is meant to be similar to Woodruff in the future pursuant to the BMPO Plan. Jolley stated that as part of the development whatever happens the roadway will be required to be widened or developed in such a way to meet the standards.

Black closed the public hearing.

Dixon doesn't feel the comment about the amount of lots is appropriate because we are not to that point. Dixon asked staff at what point is property considered to represent the City boundary where the speed limit would be dropped. Dixon stated that it drops to 35 now ½ mile south of Sunnyside. Dixon stated that there is land already annexed at the corner of 49th and 15th that is zoned, and not developed. Dixon asked when the City gets to specify speed limits and not the County.

McLane stated that the road is still a County road and the City cannot control the speed limit until it is annexed into the City and that won't happen until it is City on both sides of the roadway.

Wimborne indicated that it is the right mix of zoning and complies with the Comprehensive Plan.

Morrison agreed with Wimborne.

Wimborne moved to recommend to the Mayor and City Council approval of the Annexation of 32.587 Acres, NW ¼ Section 4, T 1 N, R 38 E, with initial zoning of R1 and RP, Dixon seconded the motion and it passed unanimously.

I am a home owner directly across from a proposal to annex property into the city (Sand Creek Estates). The proposal would allow 80 plus houses in this small farm acreage.

Our concerns are :

1. the wetlands area on this property, consists of a pond supporting geese, ducks, Ibis and other water fowl and a nesting area for waterfowl since before the 80s.
2. A ridiculous density for the area compared to county zoning protections we have enjoyed for decades.
3. These neighbor support this letter. Wayne and Vickie Miller, Lezlie Aller, Nate and Shantell Jaussi, Kent and Julie Walker.

We all agree this proposal will bring congestion, loss of wildlife and (waterfowl) noise, pollution, crime, and emergency response.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 32.587 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the lands described in Exhibit A of this Ordinance are contiguous and adjacent to the City limits of the City of Idaho Falls, Idaho; and

WHEREAS, such lands described herein are subject to annexation to the City pursuant to the provisions of Idaho Code Section 50-222, and other laws, as amended; and

WHEREAS, the annexation of the lands described in Exhibit A is reasonably necessary to assure the orderly development of the City in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services; to enable the orderly development of private lands which benefit from a cost-effective availability of City services in urbanizing areas; and to equitably allocate the costs of City/public services in management of development on the City's urban fringe; and

WHEREAS, the City has authority to annex lands into the City pursuant to procedures of Idaho Code Section 50-222, as amended; and

WHEREAS, any portion of a highway lying wholly or partially within the lands to be annexed are included in the lands annexed by this Ordinance; and

WHEREAS, the lands annexed by this Ordinance are not connected to the City only by a "shoestring" or a strip of land which comprises a railroad or right-of-way; and

WHEREAS, all private landowners have consented to annexation of such lands, where necessary; and

WHEREAS, City of Idaho Falls Comprehensive Plan includes the area of annexation; and

WHEREAS, after considering the written and oral comments of property owners whose lands would be annexed and other affected persons, City Council specifically makes the following findings:

- 1) That the lands annexed meet the applicable requirements of Idaho Code Section 50-222 and does not fall within exceptions or conditional exceptions contained in Idaho Code Section 50-222;
- 2) The annexation is consistent with public purposes addressed in annexation and related plans prepared by the City; and
- 3) Annexation of the lands described in Section 1 are reasonably necessary for the orderly development of the City; and

WHEREAS, it appears to the Council that the lands described herein below in Exhibit A of this Ordinance should be annexed to and become a part of the City of Idaho Falls, Idaho; and

WHEREAS, the City wishes to exercise jurisdiction over the annexed lands in a way that promotes the orderly development of such lands; and

WHEREAS, the City of Idaho Falls Comprehensive Plan sets out policies and strategies designed to promote and sustain future growth within the City; and

WHEREAS, such designation is consistent with policies and principles contained within the City of Idaho Falls Comprehensive Plan; and

WHEREAS, the City desires the City of Idaho Falls Comprehensive Plan Map to be amended to reflect the designation contained in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, as follows:

SECTION 1. Annexation of Property. The lands described in Exhibit A are hereby annexed to the City of Idaho Falls, Idaho.

SECTION 2. Amended Map and Legal Description. The City Clerk shall file a certified copy of this Ordinance with the Bonneville County Auditor, Treasurer, and Assessor, within ten (10) days after the effective date hereof. The City Engineer shall, within ten (10) days after such effective date, file an amended legal description and map of the City, with the Bonneville County Recorder and Assessor and the Idaho State Tax Commission, all in accordance with Idaho Code Section 63-2215.

SECTION 3. Findings. The findings contained in the recitals of this Ordinance be, and the same are hereby adopted as the official City Council findings for this Ordinance, and any further findings relative to this Ordinance shall be contained in the officially adopted Council minutes of the meeting in which this Ordinance was passed.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this _____ day of _____, 2020.

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
 : ss.
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS,
IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled: "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 32.587 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE, AMENDING THE LEGAL DESCRIPTION OF THE CITY WITH THE APPROPRIATE COUNTY AND STATE AUTHORITIES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

(SEAL)

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

ANNEXATION OF APPROXIMATELY 32.587 ACRES LOCATED GENERALLY NORTH OF E 65TH S, EAST OF S 15TH E, SOUTH OF E 49TH S, WEST OF S 25TH E.

WHEREAS, the applicant filed an application for an application for annexation on May 25, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 21, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 30, 2020; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Subdivision and Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 32.587 acre parcel located generally North of E 65th S, East of S 15th E, South of E 49th S, West of S 25th E.
3. The Comprehensive Plan designates this area as Low Density.
4. This is a category "A" annexation requested by the applicant.
5. The proposed annexation is consistent with the purposes set forth within the Comprehensive Plan of the City of Idaho Falls.
6. Annexation of the area will allow for orderly development and efficient, equitable and economical delivery of municipal services within the urbanizing areas.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria and Standards, the Planning and Zoning Commission of the City of Idaho Falls approved the annexation as presented.

PASSED BY THE CITY OF IDAHO FALLS CITY COUNCIL

THIS ____ DAY OF DECEMBER, 2020

Rebecca L. Noah Casper, Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 32.587 ACRES DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AS R1 AND RP ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed initial zoning district of lands described in Exhibit A is R1 and RP Zone for such annexed lands is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation “Low Density”; and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with principles of the City of Idaho Falls Comprehensive Plan; and

WHEREAS, for consistency with the Comprehensive Plan, the Council desires to designate the lands within the area of annexation as “Low Density”; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on July 21, 2020, and recommended approval of zoning the subject property to R1 and RP Zones; and

WHEREAS, the Council conducted a duly noticed public hearing and passed a motion to approve this zoning on July 30, 2020.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

SECTION 1: Comprehensive Plan Designation. The area described in Exhibit A are hereby given a Comprehensive Plan designation of Commercial.

SECTION 2: Legal Description. The lands described in Exhibit A are hereby zoned as R1 and RP Zones.

SECTION 3. Zoning. The property described in Section 1 of this Ordinance be and the same hereby is zoned “R1 and RP Zones” and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 4. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 5. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2020.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE INITIAL ZONING OF APPROXIMATELY 32.587 ACRES DESCRIBED IN SECTION 1 OF THIS ORDINANCE AS R1 and RP ZONES; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

INITIAL ZONING OF R1 AND RP OF APPROXIMATELY 32.587 ACRES LOCATED GENERALLY NORTH OF E 65TH S, EAST OF S 15TH E, SOUTH OF E 49TH S, WEST OF S 25TH E.

WHEREAS, the applicant filed an application for an application for initial zoning of HC and LC on May 25, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on July 21, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on July 30, 2020; and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The Planning and Zoning Commission considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Subdivision and Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is an approximate 32.587 acre parcel located generally North of E 65th S, East of S 15th E, South of E 49th S, West of S 25th E.
3. The Comprehensive Plan designates this area as Low Density.
4. The proposed R1 and RP Zones are consistent with the principles of the Comprehensive Plan and other zoning and uses in the area.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria and Standards, the Planning and Zoning Commission of the City of Idaho Falls approved the initial zoning as presented.

PASSED BY THE CITY OF IDAHO FALLS CITY COUNCIL

THIS _____ DAY OF DECEMBER, 2020

Rebecca L. Noah Casper, Mayor



MEMORANDUM

FROM: Brad Cramer, Director

DATE: Tuesday, December 1, 2020

RE: Rezone from LC to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, Approximately 5 acres, Part of the SW1/4 Section 24, Township 2 North, Range 37 East.

Council Action Desired

☒ Ordinance

☐ Resolution

☒ Public Hearing

☐ Other Action (Approval, Authorization, Ratification, etc)

1. Approve the Ordinance rezoning approximately 5 acres, part of the SW1/4, Section 24, Township 2 North, Range 37 East from LC to HC under a suspension of the rules requiring three complete and separate readings and request that it be read by title and published by summary (or consider the Ordinance on the first reading and that it be read by title, reject the Ordinance, or take other action deemed appropriate).
2. Approve the Reasoned Statement of Relevant Criteria and Standards for the Rezone from LC to HC of approximately 5 acres, part of the SW1/4, Section 24, Township 2 North, Range 37 East and give authorization for the Mayor to execute the necessary documents.

Description, Background Information & Purpose

Attached is the application for Rezoning from LC to HC, Zoning Ordinance, and Reasoned Statement of Relevant Criteria and Standards, approximately 5 acres, part of the SW1/4, Section 24, Township 2 North, Range 37 East. The Planning and Zoning Commission considered this item at its November 10, 2020, meeting and recommended approval by a 5-1 vote. Staff concurs with this recommendation.

Relevant PBB Results & Department Strategic Plan



Consideration of the rezone must be done consistent with the principles of the Comprehensive Plan, which includes many policies and goals related to Good Governance, Growth, Sustainability, and Livable Communities.

Interdepartmental Coordination

The Rezone was reviewed by staff from Planning.




Fiscal Impact

NA






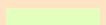
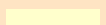













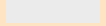

Legal Review

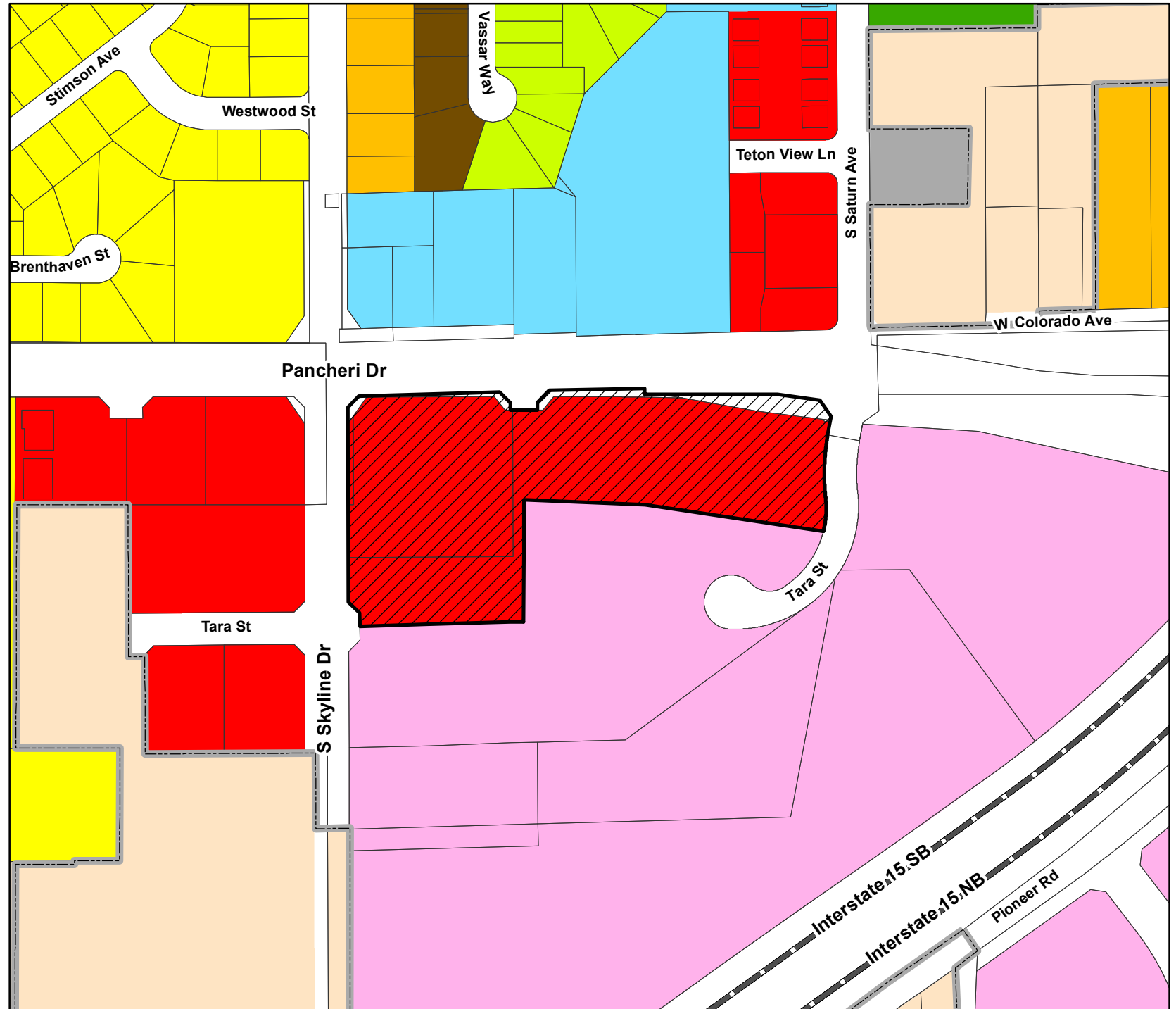
This application and ordinance have been reviewed by Legal pursuant to applicable law.

Legend

-  Rezone20-017
-  City Limits
-  Area of Impact

Overlays

-  PT
-  PT&T-1
-  PUD
-  T-1
-  T-2
-  RE
-  RP
-  R1
-  R2
-  TN
-  RMH
-  R3
-  R3A
-  PB
-  DT
-  CC
-  LC
-  HC
-  R&D
-  LM
-  I&M
-  P





IDAHO FALLS PLANNING AND ZONING COMMISSION
STAFF REPORT

REZONE FROM LC to HC

**Approximately 5 acres, Part of the SW1/4 Section 24, T 2 N, R 37 E
November 10, 2020**



Community
Development
Services

Applicant: Japheth
LLC

Project Manager:
Kerry Beutler

Location: In the
Southeast corner of the
intersection of Pancheri
Drive and S Skyline
Drive, west of Tara
Street.

Size: 5 acres

Zoning:
North: R3A
South: HC
East: HC
West: LC

Existing Zoning: LC
Proposed Zoning: HC

Existing Land Uses:
Site: Undeveloped
North: Residential
South: Commercial
East: Commercial
West: Commercial

**Future Land Use
Map:** Commercial

Attachments:
1. Comprehensive
Plan Policies
2. Zoning
Information
3. Maps and Aerial
Photos

Requested Action: To recommend approval of the rezone from LC, Limited Commercial to HC, Highway Commercial to the Mayor and City Council.

History: A portion of this property was annexed in 1993, with another portion being annexed in 1998 and both being zoned C-1, today's LC. The area south and east of this was annexed and a portion rezoned to HC, Highway Commercial in 2014 to allow for the existing commercial development.

Staff Comments: The property is located in the Southeast corner of the intersection of Pancheri Drive and S Skyline Drive, both minor arterials.

The Comprehensive Plan designates this area as commercial. Both the existing LC and proposed HC Zones are consistent with the commercial designation of the Comprehensive Plan.

The LC Zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods. The HC Zone provides a commercial zone for retail and service uses serving the traveling public. This Zone should be located at specific locations along highways leading into the City.

The property has characteristics of both zoning designations. Pancheri Drive is a large right-of-way, but speeds are limited to 35 miles per hour and there are wide pedestrian paths connecting to the city's greenbelt. This is consistent with the LC Zone. Although not located at an entrance to the city the parcels area located between two arterials and the freeway. This route along Pancheri Drive is also an entrance to the west side of town. Additionally the uses that have been developed between Pancheri and Skyline Drives are more auto oriented with Storage Plus and Camping World. This would support the HC designation.

The Comprehensive Plan recommends commercial centers and other major traffic generators be located approximately at or within ½ mile from major state thoroughfares and be served by existing arterials. It also highlights that convenient access and visual exposure are important to the success of commercial centers. It recommends utilizing existing state routes and arterials with excess capacity, such as Pancheri Drive, to reduce future public costs.

Property lines have also been adjusted in this area, as shown in the attached Record of Survey, creating a situation where parcels have a dual zoning.

Staff Recommendation: Staff recommends approval of the rezone to HC as it is consistent with the policies of the Comprehensive Plan and existing land uses in the area.

Rezoning

Considerations: Because the comprehensive plan provides only general guidance for zoning decisions, the Planning Commission shall also take the following considerations into account:

Criteria for Rezoning Section 11-6-5(I) of Ordinance	Staff Comment
The Zoning is consistent with the principles of City's adopted Comprehensive Plan, as required by Idaho Code.	The HC Zone is consistent with the commercial designation of the Comprehensive Plan. The Comprehensive Plan recommends commercial centers and other major traffic generators be located approximately at or within ½ mile from major state thoroughfares and be served by existing arterials. It also highlights that convenient access and visual exposure are important to the success of commercial centers. It recommends utilizing existing state routes and arterials with excess capacity, such as Panchari Drive, to reduce future public costs.
The potential for traffic congestion as a result of development or changing land use in the area and need that may be created for wider streets, additional turning lanes and signals, and other transportation improvements.	Traffic generation from uses allowed in the HC Zone should be very similar to those in the LC Zone and not require street widening, turning lanes, etc. Panchari Drive currently has excess capacity.
The potential for exceeding the capacity of existing public services, including, but not limited to: schools, public safety services, emergency medical services, solid waste collection and disposal, water and sewer services, other public utilities, and parks and recreational services.	Rezoning to HC will not have an impact on infrastructure in the area.
The potential for nuisances or health and safety hazards that could have an adverse effect on adjoining properties.	Commercial development has the potential to have additional lighting, signage and increased noise and traffic. All of these issues are already a potential with the existing LC Zone. The City also has ordinances in place to deal with these types of nuisances and prevent them from impacting neighboring properties. There has been an increase in traffic on Skyline Drive.
Recent changes in land use on adjoining parcels or in the neighborhood of the proposed zoning map amendment.	Recent construction activities in this area have been within the HC Zone, exclusively. Property lines have also been adjusted in this area, as shown in the attached Record of Survey, creating a situation where parcels have a dual zoning.
Zoning Application Questions:	Applicant's response:
Explain how the proposed change is in accordance with the City of Idaho Falls Comprehensive Plan.	Several previous lots in commercial subdivision have been vacated and the attached record of survey represents the now existing lot configuration. Some of the land is "HC" and some "LC". We are requesting it all to "HC"
What changes have occurred in the area to justify the request for rezone?	The development of Camping World and Storage One, along with recent Covid19 implications have impacted our

	determination to change our intended use of student housing married apartments to a K.O.A. Campground.
Are there existing land uses in the area similar to the proposed use?	Yes, portions of the parcel are zoned both “LC” and “HC”. We are requesting that all of Parcel B and Parcel A be zoned “HC”.
Is the site large enough to accommodate required access, parking, landscaping, etc. for the proposed use?	Absolutely so

Comprehensive Plan Policies:

Plan for different commercial functions within the City of Idaho Falls. (p.46)

Cluster community commercial centers and highway commercial rather than encourage strip commercial along arterial streets. (p. 48)

Regional commercial centers, as other major traffic generators, should be located approximately at or within one-half mile from major state thoroughfares and be served by existing arterial streets. Convenient access and visual exposure are important to the success of regional commercial centers. Utilizing existing state highways and arterial streets with excess capacity will reduce future public costs. (p.48)

Commercial

Retail shops, restaurants, and offices. (p.63)

Encourage development in areas served by public utilities or where extensions of facilities are least costly. (p. 67)

Zoning:

11-3-5: PURPOSE OF COMMERCIAL ZONES

(C) LC Limited Commercial Zone. This zone provides a commercial zone for retail and service uses which supply the daily household needs of the City’s residents. This Zone is usually located on major streets contiguous to residential uses. This zone is characterized by smaller scale commercial uses which are easily accessible by pedestrians and non-motorized vehicles from the surrounding residential neighborhoods, although larger scale developments such as big-box stores may still serve as anchors. Connectivity is provided with walkways that provide access to and through the development site. Parking for vehicles is understated by the use of landscaping, location, and provision of pedestrian walkways to the businesses.

(D) HC Highway and General Commercial Zone. This zone provides a commercial zone for retail and service uses serving the traveling public. Characteristics of the Zone are buildings set back from the right-of-way line to promote safety on the highway and maintain maximum use of highway right-of-way for travel purposes, and a wide variety of architectural forms and shapes. This Zone should be located at specific locations along highways leading into the City.

Table 11-3-5: Dimensional Standards for Commercial Zones

	CC	PB	LC	HC
Site width at front setback - Minimum in ft.		50	*	50
Setbacks – Minimum in ft.				
Front		20	20*	20
Side			*	
Rear			*	
Landscape buffer contiguous to street* in ft.	7*	15	20*	20*
Landscape buffer contiguous to a residential Zones* in ft.	10	10	20/10	30/10
Building height – Maximum in ft.		*	*	
Lot Coverage- Maximum in %		80	80	
*See explanations, exceptions and qualifications that follow in Section 11-3-6A (1-3) of this Zoning Code.				

November 10, 2020

7:00 p.m.

Planning Department

City Annex Building

MEMBERS PRESENT: Commissioners Natalie Black, Gene Hicks, Brent Dixon, George Morrison, Joanne Denney, Arnold Cantu, Margaret Wimborne.

MEMBERS ABSENT: Lindsey Romankiw

ALSO PRESENT: Planning Director Brad Cramer; Assistant Planning Directors Kerry Beutler; Naysha Foster; and interested citizens.

CALL TO ORDER: Natalie Black called the meeting to order at 7:00 p.m.

CHANGES TO AGENDA: None.

MINUTES:

Morrison moved to approve the October 20, 2020 Minutes with the requested correction, Hicks seconded the motion. The motion passed unanimously.

Public Hearing(s):

1. RZON 20-017: REZONE. Rezone from LC, Limited Commercial to HC, Highway Commercial.

Black opened the public hearing.

Applicant: Douglas Clegg, Spring Creek Enterprise (Miriam LLC). Clegg indicated that they are the original owners that developed Camping World, and the additional property that is left over (11 acres) was originally going to be put into married housing student apartments, but due to Covid and the impact on the university system in the United States and the educational intentions of most universities going forward with it likely that the large portion of the curriculum that has been taught in person at universities will go virtual going forward permanently and as a result it will have a large impact on the student housing industry. Historically there were a lot of graduate students living in Idaho Falls and commuting for school and working in Idaho Falls. Clegg stated that due to that impact on housing, they are now wanting to do a KOA Campground and a convenient store in companion with the KOA Campground. Clegg indicated that KOA is a Good Sam affiliate and so is Camping World. Clegg stated that the sister relationship with Camping World and a KOA Campground is a compatible match for people that are traveling on I-15, and those who want to camp and commute to the surrounding areas like Targhee, Yellowstone, Jackson Hole. Clegg stated that they met with staff to discuss this idea, and the historical plat that they had a variety of mixed zoning that overlayed. Clegg stated that 3 years ago they vacated the lots and the right of ways with those original plats and now only have 2 lots with an easement for a public access. Clegg stated that a portion of the 11 acres is already HC and then the remaining portion is LC, and they want the entire 11 acres rezoned to HC so they can do the campground.

Black is surprised that there is not a market for young couples housing.

Clegg stated that there is a housing shortage for multi-family in Idaho Falls, but most of that is on the east of Idaho Falls near the retail district and the amenities that are associated with that

area, is a draw for the younger families. Clegg stated that the area is in a social movement and 8 years ago most economic analysts were studying the movement of population and found they were moving for economics (job opportunities, etc.); and now people are moving from larger metropolitan areas for social reasons, causing a mass exodus in California, Oregon and Seattle, coming to Treasure Valley, Salt Lake, Nevada, New Mexico and as a result there is an inflation in construction cost. Clegg couldn't make the numbers work for a non-student multi-family project (student housing has a different reimbursement relationship) and they cannot make the numbers work due to the cost of construction. Clegg stated that they are seeing an eclipse which means the cost of construction vs. the appraised values and the lenders willingness to lend money is reaching a close out-. Clegg stated that they are seeing this in Treasure Valley too. Clegg stated that the cost of construction is moving faster than the consumers willingness to pay for an increased rent. Clegg stated that KOA has a massive movement for millennials and Senior Citizens to have motor homes as a primary residence, and many people are buying this type of housing that has the interest from the mortgage as tax deductible. Clegg stated that Camping World's stock in March was \$3.72 and in 12 weeks it went from \$3.72 to \$35 (1000% increase in stock value) that is being driven by the pandemic of purchase. Clegg stated that the availability for locations for KOA campground are limited.

Black stated that they have had a few items come before them that have different forms of housing that they didn't expect in some areas.

Hicks would not like to see a trailer court in that part of the City which is close to the freeway and businesses. Hicks feels that putting a trailer park there would be like putting a trailer park in Downtown.

Morrison stated that this is a zoning issue, and they shouldn't discuss what goes on the property. Wimborne agreed and stated that the request for the Commission is to recommend approval of the rezone from LC to HC. Black stated that they need to look and agree with things that can go in HC.

Beutler presented the staff report, a part of the record.

Morrison asked what the zoning is on the remaining section. Beutler stated that the rest of the property is zoned HC.

Beutler added that one of the considerations for the applicant is having the entire parcel that is owned by them to be under the same zone.

Black asked about the landscaping difference between the two zones. Beutler stated that the street frontage on both zones requires the same 20' of landscaping adjacent to the street.

No one appeared in support or opposition to the application.

Clegg confirmed that having one parcel with multiple zones is problematic for a developer.

Black closed the public hearing.

Black stated that when Camping World came this was zoned for residential and they decided that along the freeway it was better to have HC and no one would want to live there. Black feels that this is further down and has no direct connection to the highway. Black feels this is getting down into residential, dentist office, Skyline High School and it concerns her. Black understands

that matching zones would be easier, but some of the uses trouble her. Black stated that it is harder to get to the area from the freeway, not a simple pull off.

Morrison agrees that switching from LC gives him heart burn because it is close to residential.

Wimborne stated that when she looks at the different uses between LC and HC the biggest difference, she can see is that multi-unit dwellings are not allowed in the HC zone, and cannot have a B&B or a boarding house. Wimborne stated that those are the biggest differences between LC and HC. Wimborne stated that for the most part the uses are the same and she understands the concern about getting into residential, but to the west is commercial, the residential that is kiddy corner is not facing Pancheri and across is multi-family and some commercial. Wimborne doesn't feel that there is a big difference between LC and HC, and it does make sense to her to have the same zoning for the whole lot.

Black stated that the light industrial and the recreational vehicle park is making her uneasy. Black asked for clarification between a storage yard and a storage facility. Beutler explained that Storage Plus to the east has indoor storage in the main building and has outdoor storage for RVs and other traditional storage. Beutler indicated that LC allows for the indoor storage with a single building and inside storage, the HC zone allows for indoor and outdoor storage. Beutler stated that there are screening requirements for storage yards.

Wimborne stated that there is not a huge distinction of the current zone and the requested zone.

Wimborne moved to Recommend to the Mayor and City Council approval of the Rezone from LC to HC for approximately 5 acres, Part of the SW ¼ Section 24, Township 2 North, Range 37 East, as presented, Denney seconded the motion. Black called for roll call vote: Morrison, yes; Cantu, yes; Denney, yes; Hicks, no; Dixon, yes; Wimborne, yes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF APPROXIMATELY 5.595 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LC ZONE TO HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, the proposed zoning district of lands described in Section 1 is HC Zone for such annexed lands and such zoning is consistent with the current City of Idaho Falls Comprehensive Plan Land use designation "Commercial" and

WHEREAS, the proposed zoning district is consistent and compatible with the existing and surrounding zoning districts and is consistent with the City of Idaho Falls Comprehensive Plan; and

WHEREAS, Idaho Falls Planning and Zoning Commission held a duly noticed public hearing on November 10, 2020, and recommended approval of zoning the subject property to HC Zone; and

WHEREAS, the Idaho Falls City Council conducted a duly noticed public hearing and passed a motion to approve this zoning on December 10, 2020.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO, AS FOLLOWS:

SECTION 1: LEGAL DESCRIPTION:

This ordinance shall apply to the following described lands in Idaho Falls, Idaho, Bonneville County, to-wit:

Approximately 5.595 acres, SW¼ Section 24, Township 2 North, Range 37 East (see Exhibit A)

SECTION 2. Zoning. That the property described in Section 1 of this Ordinance be and the same hereby is zoned "HC" and the City Planner is hereby ordered to make the necessary amendments to the official maps of the City of Idaho Falls which are on file at the City Planning Department Offices, 680 Park Avenue.

SECTION 3. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho

Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this _____ day of _____, 2020.

CITY OF IDAHO FALLS, IDAHO

Rebecca L. Noah Casper, Mayor

ATTEST:

Kathy Hampton, City Clerk

(SEAL)

STATE OF IDAHO)
) ss:
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS, IDAHO, DO
HEREBY CERTIFY:

That the above and foregoing is a full, true and correct copy of the Ordinance entitled, "AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE REZONING OF 5.595 ACRES AS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM LC ZONE TO HC ZONE; AND PROVIDING SEVERABILITY, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE."

Kathy Hampton, City Clerk

Exhibit A



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

REZONE FROM LC TO HC FOR APPROXIMATELY 5.595 ACRES, SW¼ SECTION 24, TOWNSHIP 2 NORTH, RANGE 37 EAST, GENERALLY IN THE SOUTHEAST CORNER OF THE INTERSECTION OF PANCHERI DRIVE AND S SKYLINE DRIVE, WEST OF TARA STREET.

WHEREAS, the applicant filed an application for rezoning on September 15, 2020; and

WHEREAS, this matter came before the Idaho Falls Planning and Zoning Commission during a duly noticed public hearing on November 10, 2020; and

WHEREAS, this matter came before the Idaho Falls City Council during a duly noticed public hearing on December 10, 2020 and

WHEREAS, having reviewed the application, including all exhibits entered and having considered the issues presented:

I. RELEVANT CRITERIA AND STANDARDS

1. The City Council considered the request pursuant to the City of Idaho Falls 2013 Comprehensive Plan, the City of Idaho Falls Zoning Ordinance, the Local Land Use Planning Act, and other applicable development regulations.
2. The property is generally In the Southeast corner of the intersection of Pancheri Drive and S Skyline Drive, west of Tara Street.
3. The Comprehensive Plan designation for this area as Commercial.
4. The requested HC Zone is consistent with the Commercial designation.
5. The Comprehensive Plan recommends commercial centers and other major traffic generators be located approximately at or within ½ mile from major state thoroughfares and be served by existing arterials. It also highlights that convenient access and visual exposure are important to the success of commercial centers. It recommends utilizing existing state routes and arterials with excess capacity, such as Pancheri Drive, to reduce future public costs.
6. The Planning and Zoning Commission recommend approval of the rezone from LC to HC Zone.

II. DECISION

Based on the above Reasoned Statement of Relevant Criteria, the City Council of the City of Idaho Falls approved the Rezone.

PASSED BY THE CITY COUNCIL OF THE CITY OF IDAHO FALLS

THIS _____ DAY OF _____, 2020

Rebecca L. Noah Casper, Mayor